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State of Florida

COMMISSION ON ETHICS
P.O. Drawer 15709
Tallahassee, Florida 32317-5709

325 John Knox Road
Building E, Suite 200
Tallahassee, Florida 32303

Virlindia Doss
Executive Director

C. Christopher Anderson, III
General Counsel/
Deputy Executive Director

(850) 488-7864 Phone
(850) 488-3077 (FAX)
www.ethics.state.fl.us

"A Public Office is a Public Trust"

December 10, 2018

BARRY RICHARD
GREENBERG TRAURIG, P.A.
101 EAST COLLEGE AVENUE
TALLAHASSEE, FL 32301

Confidential

RE: Complaint No. 17-146, In re ANDREW GILLUM

Dear BARRY RICHARD:

Enclosed is a copy of the Report of Investigation for the above-referenced complaint, as well as a copy of the Executive Director's order to investigate the complaint, which details the allegations that were investigated. The probable cause hearing in this complaint tentatively is scheduled for Friday, January 25, 2019. The meeting will be held in the Third Floor Courtroom, First District Court of Appeal, 2000 Drayton Drive, Tallahassee, Florida, beginning at 10:00 AM.

Under Commission Rule 34-5.006, F.A.C., the Respondent has 14 days from the date of this letter within which to file written responses to the Report of Investigation with the Commission. An Assistant Attorney General has been designated as the Advocate for the Commission and will present a recommendation on this matter to the Commission. You will be given additional time within which to respond to the Advocate's Recommendation, a copy of which will be transmitted to you on or before December 21, 2018. Any written responses that we receive within the above time periods will be considered by the Commission when it meets to determine whether there is probable cause to believe that any of the ethics laws have been violated, as alleged in this complaint.

If the Commission finds no probable cause to believe that a violation has occurred, the complaint will be dismissed and no further action will be taken. If the Commission finds probable cause, the Respondent will have the right to a full, evidentiary hearing before any final determination is made.

If there are any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

Millie W. Fulford
Millie W. Fulford
Complaint Coordinator

cc: Commission Advocate

REPORT OF INVESTIGATION



Consolidated Complaint Number 17-146

NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter.

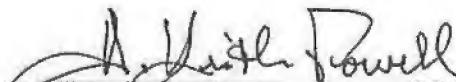
STATE OF FLORIDA
COMMISSION ON ETHICS
Post Office Drawer 15709
Tallahassee, Florida 32317-5709

REPORT OF INVESTIGATION

TITLE: ANDREW GILLUM
Former Mayor of Tallahassee
Tallahassee, Florida

COMPLAINT NO: 17-146

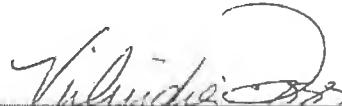
INVESTIGATED BY:


A. Keith Powell

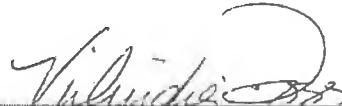
Distribution:

Commission on Ethics
Respondent
Advocate
File

Releasing Authority:


Vickie Doss

Executive Director


12/7/08

Date

* * * *

**REPORT OF INVESTIGATION
COMPLAINT NO. 17-146**

(1) The complaint and an amendment in this matter were filed by Dr. Erwin D. Jackson of Tallahassee, Florida, who alleges that the Respondent, Andrew Gillum, who at the time of the allegations was the Mayor of Tallahassee, violated the Code of Ethics for Public Officers and Employees. The Respondent's last day as Mayor was November 19, 2018.

(2) The Complainant alleges that the Respondent solicited and/or accepted gifts from one or more City lobbyists, vendors, or others, regarding a trip to Costa Rica, including, but not limited to, lodging in a villa for himself and/or his wife. The Complainant claims that on the day the Respondent returned from the Costa Rica trip, he agreed to schedule a meeting with the lobbyist/vendor who organized the trip, and individuals whom he believed at the time were potential City developers. The Complainant also alleges that the Respondent solicited and/or accepted gifts regarding a trip to New York City from one or more City lobbyists, vendors, or others, including, but not limited to, admission to a professional baseball game, admission to a Broadway show, the cost of a boat tour to see the Statue of Liberty, lodging at a hotel, transportation costs, and meals. The complaint alleges the gifts may have also included items for the Respondent's brother, who participated in the trip. The complaint alleges the Respondent has not reported any gifts he received associated with either the Costa Rica or New York trips.

(3) The Complainant alleges that the Respondent traveled to Costa Rica in May 2016, with his wife (R. Jai Gillum), Adam Corey, Sean Pittman, Audra Pittman, Cody Schwarz, Mary Kucek, Austin Rain, Darcie Morningstar, and possibly others. The Complainant, in addition to identifying Mr. Corey as not only a lobbyist who regularly lobbied the City of Tallahassee during that time, but also as the owner of a restaurant (The Edison) leasing its building from the City, also identified Mr. Pittman as a lobbyist with the Pittman Law Group, P.L., which lobbies on behalf of the City. He further alleges that Mr. Pittman is a part-owner of The Edison. Additionally, Mr. Schwarz was identified as a lobbyist employed at the time by Mr. Corey's lobbying firm, Unconventional Strategies, LLC, and Ms. Kucek was identified as another part-owner of The Edison with Mr. Corey and Mr. Pittman. Upon their return to Tallahassee following this trip, it is alleged that Mr. Corey introduced the Respondent to potential City developers Mike Miller, Mike Sweets, and Brian Butler, later reported to be undercover Federal Bureau of Investigation (FBI) agents.

(4) The Complainant next alleges that during August 2016, the Respondent traveled to New York City with Adam Corey, Mike Miller, Mike Sweets, and the Respondent's brother, Marcus Gillum. Adam Corey, it is alleged, was a registered City lobbyist at all times pertinent to the allegations contained in this complaint and, as stated previously, his restaurant (The Edison) was leasing its building from the City. As was previously reported, Mr. Sweets and Mr. Miller were apparently undercover FBI Agents posing as a potential developers in Tallahassee while involved in a lengthy ongoing investigation of City government. It is alleged that the Respondent, along with his brother (Marcus), Mr. Corey, Mr. Sweets, and Mr. Miller, may have attended a New York Mets baseball game and the Broadway show Hamilton, and may have taken a boat tour of the Statue of Liberty in New York City. It also

is alleged that Mr. Miller booked a block of rooms at New York's Millennium Hilton Hotel during this trip for the group. It is suggested that someone other than the Respondent may have paid for his travel between New York and Tallahassee, and also may have covered the cost of his meals during the trip.

(5) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaint and amendment, the above-referenced allegations were sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Section 112.313(2), Florida Statutes (Solicitation or Acceptance of Gifts), 112.313(4), Florida Statutes (Unauthorized Compensation), 112.313(6), Florida Statutes (Misuse of Public Position), 112.3148(3), Florida Statutes (Solicitation of Gifts), 112.3148(4), Florida Statutes (Acceptance of Gifts), and 112.3148(8), Florida Statutes (Reporting and Prohibited Receipt of Gifts).

Background

(6) In April 2012, the City of Tallahassee issued a Request for Proposals (RFP) from interested parties to renovate and lease an historic electric building located in Cascades Park. The City was seeking a developer who would transform the building into a destination restaurant. Two proposals were received by the City, but only one was found to be responsive. In July 2012, the RFP was reissued and again, two proposals were received. Both proposals sought public assistance to renovate the City-owned building and in October 2012, Proof Brewing was recommended for the project and negotiations began between the City and Proof. In July 2013, due to potential renovation costs, Proof assigned its proposal rights to Cascades Holdings, LLC. The City accepted the assignment in December 2013. Negotiations with Cascades Holdings resulted in an August 2014, agreement between the City and Cascades Holdings for a public/private partnership to develop a restaurant in the City's building. In August 2014, Cascades Holdings signed a 20 year lease with the City on the building with monthly rental payments due each month payable to the City of Tallahassee. Records indicate that the City invested approximately \$1.3 million dollars in the project and that the Community Redevelopment Agency, jointly managed by the City and Leon County, invested over \$800,000 in the project. Mr. Ryan Grindler, records show, signed the lease agreement with the City on behalf of Cascades Holdings. Construction of The Edison Restaurant was completed in the summer of 2015, and it opened for business in September 2015.

(7) Department of State, Division of Corporations records list Adam Corey and Ryan Grindler as the corporate officers of Cascade Holdings, LLC.

(8) Mr. Sam McKay advised that he formerly served as the Vice President of Operations for the Tallahassee Hospitality Group, LLC (THG). THG, he advised, formerly owned the 101 Restaurant in Tallahassee and now owns The Edison Restaurant in Tallahassee, through Cascades Holdings. Adam Corey, he advised, is the principal owner of THG. Mr. Corey and Ryan Grindler are the majority partners of THG, he advised, and THG owns a number of other ventures through various corporate entities. He said most of his work for THG was at The Edison during the time pertinent to the allegations contained in the instant complaint.

(9) Department of State, Division of Corporations records confirm that Mr. Corey and Mr. Grindler are the corporate officers of THG.

(10) Mr. Nick Lowe, a private consultant working for the Florida Hotel and Lodging Association, advised that he moved to Tallahassee in 2002. He said he worked as a police officer with the Tallahassee Police Department (TPD) for five years, resigning in December 2015. In January 2016, he said, he became employed as a lobbyist with Unconventional Strategies, a governmental lobbying firm owned by Mr. Corey, who he befriended while organizing charity golf tournaments for TPD. Mr. Lowe noted that clients came to Unconventional Strategies seeking assistance in navigating the City's development and permitting processes. He stated that he, Mr. Corey, and Mr. Schwarz were registered with the City as lobbyists during 2016 and 2017. Mr. Corey was the sole owner of Unconventional Strategies, he said, and he (Lowe) served as a salaried employee. Mr. Lowe acknowledged that he, Mr. Schwarz, and Mr. Corey lobbied the Respondent on a variety of matters during 2016 and 2017.

(11) Records obtained from the City indicate that Mr. Corey first registered as a lobbyist with the City on October 13, 2015, through his business, Unconventional Strategies, and that he also registered as a lobbyist during 2016, and 2017. Both Mr. Lowe and Mr. Schwarz were registered with the City as lobbyists during 2016 and 2017.

(12) Florida Department of State, Division of Corporations records indicate that Mr. Corey is the sole corporate officer of Unconventional Strategies, LLC.

(13) Mr. Ryan Grindler, interviewed in the presence of his attorney, Mark Herron, confirmed that he is a part owner of The Edison with Mr. Corey and a group of investors. He explained that Mr. Corey owns a controlling interest of just under 60%, he owns just under 40%, and a group of investors own the small remaining percentage. He and Mr. Corey control the day-to-day operations of the restaurant, he advised. Mr. Grindler said The Edison opened in September 2015, and confirmed it is a tenant of the City, holding a long term (20 year) lease to occupy the building owned by the City that houses the restaurant.

The Costa Rica Trip

(14) The Complainant alleges that the Respondent and his wife (R. Jai Gillum), along with Adam Corey, Sean Pittman and his wife Audra Pittman, Cody Schwarz, Mary Kucek, Austin Rain, Darcie Morningstar, and others traveled to Costa Rica together during the first week of May 2016, staying in a luxury rental property hosted by Mr. Corey. The property, Villa Paraiso, is a five bedroom villa that allegedly rents for \$1,400 a night and overlooks the Pacific Ocean. During this trip, it is alleged, Mr. Corey sent an e-mail calendar request on Thursday, May 5, 2016, inviting the Respondent to meet with him and potential developers of City property at The Edison on Monday, May 16, 2016. These potential developers were later reported to be undercover FBI agents posing as developers looking to do business in the City. The day after the Respondent returned from the Costa Rica trip (Monday, May 9, 2016) he

sent an e-mail from his employer's People for the American Way (PFAW) e-mail account to his City assistant confirming, "I have agreed to this meeting."

(15) It is alleged that Mr. Corey arranged the Costa Rica trip through Donielle Fish, Owner and President of First Class Villas, Costa Rica. Ms. Fish was quoted by the Tallahassee Democrat as saying, "Yes, those guys came to Manuel Antonio, Costa Rica," in May 2016.

(16) An internet search of the First Class Villas website confirmed a rental cost of \$1,400 per night for the Villa Paraiso, described online as a five-bedroom luxury villa located in Manuel Antonio, Costa Rica, which can accommodate 10 guests.

(17) The Respondent's City calendar indicates that he was on vacation Wednesday, May 4, 2016, through Sunday, May 8, 2016.

(18) The Respondent, interviewed in the presence of his attorney, Mr. Barry Richard, stated that he has served as the Mayor of Tallahassee the past four years and has served as a member of the Tallahassee City Commission for the past 16 years. He said he has known Adam Corey since his freshman year of college at Florida Agricultural and Mechanical University (FAMU), where he was involved in student government. He explained that at that time, Mr. Corey was involved in student government while attending Florida Gulf Coast University, and they became friends through their attendance at monthly statewide student government meetings. Eventually, he said, Mr. Corey transferred to Florida State University (FSU) where he (Corey) remained involved in student government activities. The Respondent said that after graduating from FSU, Mr. Corey moved away for a few years, but eventually returned to Tallahassee to work for the Seminole Boosters, Inc., and they renewed their friendship. When he (Respondent) decided to run for Mayor, approximately four years ago, he said he asked Mr. Corey to serve as his volunteer campaign treasurer. The Respondent said this was largely an honorary designation because his campaign actually hired someone to manage the campaign's finances. The Respondent recalled that Mr. Corey at that time was the "face" of a number of restaurants in Tallahassee, and also a lobbyist or "connector" for a local law firm. He said that over the years he has often socialized with Mr. Corey and, until reports of a possible FBI investigation were made public, they routinely met a few times each week, including during the time period covered by these allegations, to exercise with a group of friends. That group included Mike Miller (now identified as an FBI agent) and Sean Pittman. Once the FBI investigation came to light, the Respondent said, he severed his relationship with Mr. Corey.

(19) The Respondent acknowledged having been lobbied by Mr. Corey on various matters over the years. Specifically, he recalled once having been lobbied by Mr. Corey in reference to Mr. Corey's representation of a local taxi cab company while the City Commission was considering how Uber would be permitted to operate in the City. The Respondent said he thinks this happened in 2015; however, Mr. Corey was not registered with the City as a lobbyist for a taxi company during 2015. Lobbyist registration records indicate that Mr. Corey represented Yellow Cab during 2017.

(20) The Respondent acknowledged having been invited by Mr. Corey to travel to Costa Rica with a group of friends May 4 through 8, 2016. He said he and his wife attended as a celebration of his wife's birthday, which is May 4. He recalled that he and his wife drove to Jacksonville and flew from there to San Juan, Puerto Rico. Then, he said, they boarded a smaller local plane to reach their final destination in Costa Rica. Although he could not recall the name of the place where they stayed, he described the property as a home located on an island. He said he believes Mr. Corey may have won a charity auction bid allowing him the use of the property for the week, but noted that he and his wife were unable to stay the entire week. The Respondent recalled that there were five couples who occupied the five bedrooms of the home and that there may have been additional guests "that were not coupled," that slept in other areas of the home. He specifically recalled that, in addition to himself (Gillum) and his wife, Mr. Corey and a friend were there, as were Sean and Andra Pittman, Mary Kucek and her friend, and Cody Schwarz and his girlfriend.

(21) The Respondent said that Mr. Corey informed him while they were in Costa Rica that the cost for his and his wife's stay for the four nights was \$120 per night (\$480 total), which he maintains he paid directly to Mr. Corey in cash while they were in Costa Rica. He acknowledged that the group had a chef while staying at the villa who prepared breakfast every morning and other meals for them. However, he maintains that the \$120 per night amount quoted to him by Mr. Corey for his and his wife's stay included the cost of any meals the group shared at the villa, as well as the services of the chef. He said that with the cash he and his wife typically carry with them at all times, plus the cash he withdrew the night prior to departing, he and his wife had approximately \$800 in cash with them on the trip.

(22) The Respondent acknowledged that he knew at the time of this trip that Mr. Corey was a registered City lobbyist who lobbied the City on a variety of matters. However, he said, he has no recollection of Mr. Schwarz ever having lobbied him on any City matters. Further, he maintains that Mr. Pittman had no direct association with the City as a lobbyist. He explained that the City contracts with Mr. Ron Book to serve as its lobbyist and that Mr. Book has subcontracted some of his City lobbying work to Mr. Pittman. Mr. Pittman, he maintains, has never been compensated directly by the City for lobbying and he does not lobby City officials on any matters.

(23) The Respondent acknowledged that, while they were together in Costa Rica, Mr. Corey sent an e-mail to his City e-mail account requesting a meeting with him the following week. He recalled that while they were vacationing together in Costa Rica, Mr. Corey asked him if he was available the following week to meet some people. He said he told Mr. Corey to send a calendar request to his assistant at City Hall. He maintains that was the entirety of their discussion about this meeting during the trip and he also maintains no City business was discussed. When he returned, he said he learned that Mr. Corey had requested a dinner meeting, but he (Gillum) told his City assistant that he was only available to meet for one hour. He recalled that he met with Mr. Corey at The Edison, along with possibly three men that he now has learned were undercover FBI agents. He said their meeting lasted approximately 45 minutes and consisted of general discussions wherein he "pitched" Tallahassee to the men, whom he maintains held themselves out to be potential developers of property in the City. He maintains that "nothing substantive" was discussed during the

meeting, and he denies that any of the men asked him to help them develop the properties they were interested in developing on Tallahassee's south side.

(24) Included in information subpoenaed from Mr. Corey in reference to the Costa Rica trip is an e-mail dated May 23, 2016, from Mr. Corey to Jennie Grant at the Bean Team, Mr. Corey's accounting firm, explaining how to allocate certain credit card charges related to the Costa Rica trip. One of those charges, listed as a \$98.51 charge at the Runaway Grill is dated May 4, 2016, the day the Respondent arrived in Costa Rica. Mr. Corey identified this charge for Ms. Grant as "lunch with Mayor Gillum to discuss city issues." Runaway Grill is located in Quepos, Costa Rica, a 16 minute drive from where the group was staying in Manuel Antonio.

(25) Also included in the expenses referenced in Mr. Corey's May 23, 2016, e-mail to Ms. Grant is an \$8,868.00 charge listed as "Costa Rica First." In response to Ms. Grant concerning this charge, Mr. Corey wrote, "We need to break this down further. I'll chat with you later." On June 1, 2016, Mr. Corey's assistant at Unconventional Strategies e-mailed Ms. Grant saying, "Hey Jennie – Adam has worked-up the cost of what the Costa Rica participants should reimburse us. See attached. Please send them an invoice. Adam has also included a purpose statement for you." Attached to the e-mail was a document with the heading, "PURPOSE: Unconventional Strategies Client Development Retreat fees for accommodations, food, and transportation." Based on this document, it appears that the total cost for the trip for all 14 participants was \$11,590.24. The cost listed for the Respondent's and his wife's expenses during this trip is \$941.94. However, there is a line marked through the Respondent's charges with a note stating, "HOLD ON BILLING."

(26) The Respondent provided his credit card receipts, copies of airline tickets, and pertinent bank statements pertaining to the Costa Rica trip for review. The documents indicate that the Respondent purchased round-trip airline tickets for himself and his wife, departing from Jacksonville International Airport. The Respondent stated he used his American Express Delta Reserve Credit Card to purchase the flights and said he assumes he used Delta Sky Miles to cover a portion of his airfare costs based on a review of the charges. The credit card receipts, which total \$501.20, indicate purchases at restaurants and bars, and charges for local transportation and equipment rentals. However, none of the charges are for the Respondent's lodging at the villa or a meal at the Runaway Grill. Finally, the Respondent's bank statement indicates a \$400 withdrawal on May 2, 2016, at approximately 10:00 p.m., prior to his departure for Costa Rica.

Note: Although the Respondent indicated he and his wife utilized local air transportation from San Juan to the Villa and the return trip to San Juan, there were no charges for local air transportation included in the trip receipts provided by the Respondent. E-mails between the Respondent and Mr. Schwarz indicate that the Respondent provided Mr. Schwarz with his credit card information and that Mr. Schwarz arranged in-country air travel for the Respondent and his wife for \$73 per ticket each way.

(27) The investigation determined that Mary Kucek, who traveled with the group to Costa Rica, was at the time of this trip the Managing Director of the Gulf Coast Region for

Computer Aid, Inc., which provides customized computer programming services to its clients. Adam Corey and Cody Schwarz of Unconventional Strategies, LLC, were registered with the City of Tallahassee during 2016 as lobbyists representing Computer Aid, Inc.

(28) Mr. Pittman, at the time of this trip, had been subcontracted by Mr. Ron Book, a lobbyist retained by the City of Tallahassee, to represent the City before the Federal government. Mr. Pittman did not have a contract with the City and was not compensated directly by the City.

(29) Information obtained through the subpoena issued to Mr. Corey indicates he e-mailed those he invited (including the Respondent) to vacation with him in Costa Rica on March 25, 2016. He wrote, "As discussed, we have a beautiful mansion arranged for our stay in Costa Rica – Villa Paraiso located in Manuel Antonio. I am still working out some of the other details, such as transportation to and from the airport, dinner reservations, and activities to do while there, but I will include with the additional details soon." Additionally, Mr. Corey provided his flight schedule to the group and asked the participants to share their flight schedules with his assistant to assist in finalizing local transportation.

(30) The information included with Mr. Corey's e-mail to participants reveals there would be an additional charge for the services of a chef if one was utilized during their stay and this charge would not include the cost of any foods prepared.

(31) On April 17, 2016, Cody Schwarz, on behalf of Mr. Corey, e-mailed the participants, including the Respondent, with a listing of suggested entertainment activities and asked them to respond to him to let him know what activities the group was interested in.

(32) On April 26, 2016, the Respondent e-mailed Mr. Schwarz about a change in his arrival time. He also wrote, "I should also mention that it will be R. Jai's Birthday on Wednesday when we arrive. Wondering if you have any idea if/where I could order a cake for the group to enjoy on Wednesday night dinner...?" In response, Mr. Schwarz said, "I will ask about getting a cake for R. Jai, I cannot wait to celebrate!!!" On April 27, 2016, Mr. Schwarz e-mailed the Respondent to say, "We are going to get a cake delivered to the house Wednesday for R. Jai, can you please let me know what message [sic] would like on the cake and what flavor she likes?" In response, on April 28, 2016, the Respondent wrote, "Thank you re: cake. You're the best. She likes regular white cake, red velvet cake (or cupcakes), and pound cake."

(33) Also on April 28, 2016, Mr. Schwarz e-mailed Ms. Fish and Mr. Wil Acuna, the Concierge for Costa Rica First Class Villas to arrange the local flights for the Respondent and his wife from San Jose to Manual Antonio, and to order the cake for the Respondent's wife.

(34) Mr. Corey's attorney, Mr. Christopher Kise, advised that his client has been served with a Federal Grand Jury subpoena, and, therefore, would not be available for an investigative interview. However, he agreed to allow Mr. Corey to provide a sworn affidavit concerning the two trips referenced in the instant complaint, and the affidavit was provided on December 4, 2018. In response to questions concerning this trip, Mr. Corey advised that during calendar year 2016, he owned and operated Unconventional Strategies, LLC, a

lobbying and consulting firm that was registered to lobby the City of Tallahassee. He acknowledged traveling to Costa Rica with "friends, UCS clients, and Andrew Gillum" in May 2016. He stated, "To date, I have never received any cash from or on behalf of Gillum as payment for any expenses associated with the trip to Costa Rica."

(35) Although the Respondent completed a CE Form 9, Quarterly Gift Disclosure, for the quarter ending September 2016, related to tickets he received on September 21, 2016, for a "Jazz and Blues Festival," there is no indication he ever filed CE Form 9's related to either the trip to Costa Rica or the below-referenced trip to New York City.

The New York City Trip

(36) The Complainant alleges that the Respondent traveled to New York City August 10 through 12, 2016, and attended a New York Mets baseball game and the Broadway show Hamilton, took a boat tour of the Statue of Liberty, and received hotel accommodations, transportation costs, and meals courtesy of individuals who lobbied the City of Tallahassee. A Google invitation, sent to the Respondent at the City by Mr. Corey, reads, "Gents – Here is the plan from Mike Miller: We are going to do the Mets game Wednesday night. My buddy arranged another boat deal for us Thursday afternoon. Also, we have booked rooms arranged for everyone starting Wednesday night at the Millennial Hilton."

(37) A review of Mr. Corey's credit card charges, obtained by subpoena from The Bean Team, confirmed a New York City taxi charge posted on August 12, 2016, in the amount of \$21.96, which Mr. Corey identified for the Bean Team as "taxi to hotel after Hamilton event with Mike Miller." There was only one other relevant charge, also posted on August 12, 2016, in the amount of \$408.28 listed by Mr. Corey as "disputed" from Plunge in New York City. Plunge, according to its internet website, is a rooftop club located at Gansevoort Meatpacking in New York City. There were no other charges identified from the records that appeared to be related to the subject trip.

Note: Although the date the two above-referenced charges posted to Mr. Corey's account was listed as Friday, August 12, 2016, evidence and testimony obtained during the investigation suggests that these charges were actually made prior to that day, but did not immediately post to Mr. Corey's credit card account.

(38) Text messages subpoenaed from Mr. Corey indicate that on June 29, 2016, Mr. Corey and Mr. Miller were communicating to plan a trip that would include the Respondent and his brother, Marcus. On that date, Mr. Corey texted Mr. Miller at 8:16 p.m., "I am meeting with AG [Andrew Gillum] in the AM to get options. He was all over the place today." Mr. Miller responds two minutes later, "I just want to make sure it's a good trip and Sweets and B will be booked on something else if we don't lock something down." Mr. Corey responds one minute later, "I understand completely. I should have dates to you first thing in the AM," and Mr. Miller responds, "Sounds good." The following day, June 30, 2016, Mr. Corey texted Mr. Miller, "AG thinks Vegas in August is an easier option for him. He is double checking availability with his office now. Stand by." Mr. Miller responds, "OK." Later that same evening, Mr. Miller texted Mr. Corey, "Did you get a date?" Mr. Corey responds, "August

10-12 for Hamptons/NYC or September 7-9 for Vegas. Thoughts? Left you a VM as well." Mr. Miller responds, "Let me see what Sweets and B's schedule look like."

(39) On July 8, 2017 at 7:39 a.m., Mr. Miller texted Mr. Corey, "How many for the NYC trip?" Mr. Corey responds, "I believe just 3 of us on my side. Does that work for you?" Mr. Miller responds, "Yes. 3 rooms?" and Mr. Corey responds, "Yes. That works. Me, AG, and his bro." Mr. Miller responds, "Got it."

(40) On July 12, 2016, at 8:51 p.m., Mr. Miller texted Mr. Corey, "I have the boat lined up for the trip in August. I will get the rooms booked." Mr. Corey responds, "Awesome. Thanks for arranging everything. Let me know if I can help on anything." The following day, Mr. Miller texted Mr. Corey, "Send me the Mayor and his brother's information and I will have my girl book their flights." Mr. Corey responds, "AG already scheduled his flights since he is coming from another event in NYC already. I'll get you Marcus's info ASAP." On July 14, 2016, Mr. Corey texted Mr. Miller, "Marcus is trying to figure out his travel schedule now. He is definitely in but he may be with AG prior to us getting together. He said he would get back to me shortly." Mr. Miller responded, "No problem. Just tell them to let me know what their flights cost and I'll cover it."

(41) On July 19, 2016, Mr. Corey texted Mr. Miller, "Hey brother. Let me know what you are thinking or have lined up for August 10 to 12. Are we heading into the Hamptons or staying in NYC and what time do we need to be and where? I am working on booking my flights today and plan to relay the others as well. Thanks." Mr. Miller responds, "I was about to send you this. So I am having the boat docked at North Cove Marina in NYC (Battery Park). We will stay in the same area. I could not make the Hamptons work for only two nights. I was planning to do dinner on the 10th and then going out for drinks. If you are getting in late we can just do drinks. On the 11th I was going to have everyone meet at the marina around 3:30 or 4. We will take the boat out and cruise around. I will have a few other friends coming. You are welcome to invite people to come out with us. I know you know people everywhere. After we dock we can see what everyone is up for. We can grab brunch on the 12th before everyone heads out." Mr. Corey responds, "I love the plan. Thanks!" Then, at 8:55 a.m. that same day, Mr. Miller texted Mr. Corey, "I wanted to thank AG for his support last week. Should I call him?" Mr. Corey responds, "Either works. He is usually pretty responsive." Mr. Miller then responds, "I don't have his #," and Mr. Corey replies by providing Mr. Miller with the Respondent's cell number.

(42) Tallahassee City Commission minutes indicate that on July 13, 2016, the City Commission voted unanimously, with the Respondent participating in the consent agenda vote, to approve Resolution No. 16-R-29 which approved the expansion of the Greater Frenchtown/Southside Community Redevelopment Area to include an additional 26 parcels, including the parcels that Mr. Miller had expressed an interest in developing.

(43) On August 2, 2016, Mr. Miller texted Mr. Corey, "Millennium Hilton 55 Church St." Mr. Corey responds, "Thanks!" On August 8, 2016, Mr. Miller texted Mr. Corey, "We are going to do the Mets game Wednesday night [the 10th]. My buddy arranged another boat deal for us Thursday [the 11th] afternoon." Mr. Corey responds, "I love it. Thank you!"

However, on August 9, 2016, at 6:32 p.m., Mr. Miller texted Mr. Corey, "Looks like weather might not be great tomorrow. Maybe a show instead? Have you seen Hamilton?" Mr. Corey responds, "That would be epic!!!!!" and then immediately follows up with, "Yes. Let's do it."

(44) On August 10, 2016, the first day of the New York City trip, at 9:22 a.m., Mr. Corey texted Mr. Miller and Marcus Gillum in a group text. He wrote, "Good morning gents. My flight on delta got cancelled last night. As a result I don't get in until just after 4 p.m. today. Copied on this text is Marcus Gillum and Mike Miller. I believe both of you will be in NYC much earlier than me so I wanted to connect you via text. Marcus, Mike is a friend and client that we spoke about and he has a room reserved for you at the Millennium Hilton. I'll see you guys soon." Mr. Miller responds to the group text, "We are just getting in. I will check everyone in. We have Hamilton tickets tonight at 8." Mr. Corey responds, "That is awesome," and Marcus Gillum responds, "Seeing Hamilton would be so dope."

(45) At 1:05 p.m. on August 10, 2016, the Respondent texted Mr. Corey, "I won't need a room. Thanks for the offer however." Mr. Corey responds, "OK. But you will for tomorrow night, right?" and the Respondent responds, "Nope." Mr. Corey texted back, "10-4. I'll get us a meeting point before the show shortly." At 2:16 p.m. Mr. Miller texted Marcus Gillum and Mr. Corey, "Checked in. All you need is your ID." At 3:54 p.m. Mr. Corey texted Mr. Miller, "I am less than 30 minutes out. The Mayor texted me and said he is covered tonight on his room. I guess he still has one for his original purpose of being here. I'm not sure if you can cancel it this late but I just found out. Also, when and where should I tell him to meet us before the concert? Hotel maybe?" At 5:01 pm, the Respondent texted Mr. Corey, "I was mistaken, I think I will need a room for tomorrow night." Mr. Corey responds, "OK. I got you."

(46) The Respondent recalled that the New York trip began with a discussions between the men in his exercise group concerning their desire to take a "guy's trip." Because everyone in the group had busy work schedules, he said it proved difficult for them to agree on a date that was acceptable to all of them. He said he recalled mentioning to Mr. Corey, who was a part of the exercise group, that he had a business trip planned for New York City during August 2016. He said he traveled there for his job with PFAW, which he described as a "political non-profit" that employed him as National Director for Youth Leadership Programs. The PFAW trip, he recalled, was scheduled for Tuesday, August 9, 2016, through Friday, August 12, 2016. He said he told Mr. Corey that he would only be available to socialize with the group during the later portion of that week, and said Mr. Corey arranged for the group to meet him in New York City. Additional participants in the trip, the Respondent said, were his brother, Marcus Gillum, who lives in Chicago, and Mike Miller and Mike Sweets, the FBI agents who, at that time, he believed to be business men seeking to do business in the City of Tallahassee.

(47) The Respondent said his brother Marcus stayed in a hotel in lower Manhattan (the Millennium Hilton) where he believes Mr. Corey reserved a block of rooms for the group. He acknowledged that he was invited to stay in that same hotel, but noted that the bulk of his work for PFAW was in upper Manhattan so he elected to stay in another hotel, paid for by his employer (PFAW), until Thursday evening of that week. He said that he then stayed his final

night in New York City with his brother in the room in lower Manhattan at the Millennium Hilton.

(48) On Thursday night of that week (records reflect it was actually Wednesday), the Respondent recalled, the group attended Hamilton. He said on Friday (actually Thursday, based on emails reviewed), the group took a mid-day boat tour of the Statue of Liberty. He said he told his brother prior to this trip that he was too busy to make any arrangements for his participation in the activities of the group and his brother agreed to make all necessary arrangements for him. The Respondent acknowledged that the play Hamilton was at the height of its popularity at the time, estimating that tickets were approximately \$700 each. Since the Respondent's brother said he would take care of making the entertainment arrangements during the trip, the Respondent said he believed his brother paid for his ticket. He recalled that he met the group on the sidewalk near the entrance to Hamilton and his brother handed him a ticket there. He said he never asked his brother about the cost of the ticket and never offered to reimburse him for the ticket, explaining that, had he (the Respondent) made similar arrangements for his brother, he would not have expected his brother to reimburse him. He said he later learned from his brother that Mr. Corey purchased the tickets for the group and that his brother and Mr. Corey may have "worked out" the costs of the Hamilton tickets through a ticket exchange. The Respondent said he understood Mr. Corey wanted tickets at the time for an upcoming Jay Z concert and believes his brother secured tickets for Mr. Corey to attend that event, intending this to serve as reimbursement for the Hamilton tickets.

(49) Once reports were published indicating a possible FBI investigation involving Tallahassee City government, the Respondent said he parted ways with Mr. Miller. He said this occurred at about the same time that he (the Respondent) officially announced his intention to run for Governor of Florida (March 2017). He recalled asking Mr. Miller if he could count on his financial support for his campaign and that Mr. Miller said his only interest was in local Tallahassee government, not the State of Florida. He recalled Mr. Miller said, "Listen, if I were to get friends to help you, we'd need to know you'd have our backs here in the City." The Respondent said that Mr. Miller's comment caused him feel uncomfortable so he "pulled back" from any further dealings with Mr. Miller. Immediately thereafter, he said, he telephoned Mr. Pittman about his conversation with Mr. Miller. The Respondent said Mr. Pittman, who is an attorney, telephoned Mr. Miller to let him know he had angered the Respondent. The Respondent said he never heard from Mr. Miller again, and within a few months, local media outlets broke the story of an FBI investigation involving the City of Tallahassee.

(50) Concerning the boat tour to view the Statue of Liberty, the Respondent said the group agreed to meet at a boat that Mike Miller indicated was owned by one of his friends. Once they boarded the boat, he said, Mr. Miller asked the group, which included two female friends of Mr. Miller, if they would like to take a cruise to see the Statue of Liberty. The Respondent recalled that the boat had two levels and he described it as not particularly fast or ornate. However, he acknowledged that the boat was nicer than a standard fishing vessel. The Respondent said, "I take full responsibility for the boat ride," indicating that it never occurred to him that the voyage might be considered a gift from a lobbyist or a principal who retained a

lobbyist. He said the trip lasted approximately one hour and he assumed that Mr. Miller, or the unidentified boat owner, covered the cost of the trip. He said he subsequently researched the cost of a Statue of Liberty cruise and learned a ticket could be purchased for as little as \$17. However, he acknowledged that rate was for a commercial boat with a large passenger capacity. He acknowledged that a private cruise for a small group of passengers would be more expensive. However, although the cruise in question was a more intimate trip for a smaller number of passengers, the Respondent maintains he does not believe his portion of the costs associated with the cruise exceeded \$100. He said, "In retrospect, I understand the gravity of this." However, at the time of this cruise, he explained, he thought it was "nothing," and therefore, he never considered the costs associated with it. The Respondent confirmed he knew at the time that Mr. Miller and Mr. Sweets had presented themselves as potential developers in Tallahassee. However, he said he never viewed them as lobbyists because he maintains they made no "asks," of him. He opined that he did not view his conversations with them about potential City business as lobbying because they never specifically asked him to do anything in his official capacity to assist them. The Respondent said he viewed Mr. Miller's and Mr. Sweets' presence on this trip as "completely social," and denied that any City business was discussed during the trip.

(51) The Respondent's brother, Marcus Gillum, was interviewed by telephone while he was traveling in California. He recalled that he and the Respondent, along with Adam Corey and the two men that he later learned were undercover FBI Agents, met in New York City in August 2016 to socialize. Marcus Gillum advised that he lives in Chicago, Illinois, but frequently visits New York City on business. The Respondent, he said, was scheduled to be in New York City at the time for work related to his job with PFAW. Marcus Gillum said this was the first time he ever met the two men (Miller and Sweets) traveling with Mr. Corey. He recalled that the group of five men were together during the later portion of the week of August 7 through 13, 2016, for "a couple, probably two days." He only recalls attending three events together with the group: a private sightseeing cruise of the Statue of Liberty, going for drinks together "in the old meat-packing district," and attending Hamilton.

(52) Marcus Gillum recalled that the five men met at a boat that either Mr. Corey or Mr. Miller told them belonged to "a friend." He said the plan was for them to socialize on the boat, but, aboard, Mr. Corey suggested they take a cruise to see the Statue of Liberty. Mr. Gillum said he has no idea who actually owned the boat in question or who was responsible for the costs associated with their cruise around the Statue of Liberty. However, he said he assumed Mr. Corey or Mr. Miller paid any costs associated with this activity. He said he could not recall the name of the boat or many details about it, describing it only as, "not a fishing boat. It was more like a cruiser with two levels."

(53) Statue of Liberty cruise tickets are available for as little as \$17 on large capacity commercial vessels. However, an internet search of private boat tours for smaller groups (approximately 6 passengers) revealed that those cruises typically are for two to three hours and prices vary greatly depending on the vessel and amenities with the average private cruise costing approximately \$600, before taxes.

(54) Mr. Corey's subpoenaed cellular telephone records indicate he texted Mr. Miller on Thursday, August 11, 2016, at 12:29 p.m., "AG is en route to the hotel so we should be over in the next 30 min." Mr. Miller responds, "Great. Weather looks good so we should be able to go out." At 4:00 p.m. and 5:01 p.m., that same day, Mr. Corey texted pictures taken during the group's cruise around the Statue of Liberty to the other participants.

(55) Regarding the group going to a bar/club in New York's "meat-packing district," Marcus Gillum said that when they arrived at the bar, he realized he did not have his wallet, which he had left it in his jacket at the hotel where the group was staying. He said the Respondent gave him cash for cab fare so he could return to his hotel to retrieve his wallet, and then he returned to the bar to continue socializing with the group. Mr. Gillum recalled that everyone paid for their own drinks while socializing at the bar.

(56) The Respondent denied having gone to a club with the group during this trip and said he has no recollection of having done so. He said, "I know I didn't go to a club." Evidence suggests this activity may have occurred on the evening of Thursday, August 11, 2016, because this was the evening the Respondent and Marcus Gillum both stated the Respondent stayed at the Millennial Hilton where Mr. Miller made reservations for the group. Additionally, in a text from the following morning Mr. Corey said he "was trying to piece together most of the [prior] evening" of August 11, 2016.

(57) Regarding the group's attendance at the play Hamilton, Marcus Gillum acknowledged that the play at that time was "perpetually sold out" and ticket prices were "extremely high." However, he said, Mr. Corey mentioned to the group at some point that he could purchase everyone's tickets using his American Express Black Card, which would be less expensive than purchasing tickets through the secondary market. Even though the regular box office rates were also extremely high for the play, Marcus Gillum said, the tickets Mr. Corey was able to secure were still much less than the cost of tickets available on the secondary market, which cost over \$1,000 each at that time. He said it is his understanding that Mr. Corey purchased tickets for the group at the regular box office price. Marcus Gillum confirmed that he never repaid Mr. Corey for his or the Respondent's tickets to see Hamilton. Rather, he said he became aware at some point that Mr. Corey had a desire to see Jay Z's "Tidal X" concert in New York City scheduled for October 16, 2016, so he told Mr. Corey he would purchase tickets for him (Marcus), the Respondent, and Mr. Corey to attend that concert. Marcus Gillum said that, to the best of his recollection, he purchased five tickets to the Tidal X concert for \$280 each. He said he purchased one for Mr. Corey, two of Mr. Corey's friends, one for himself and one for the Respondent. Marcus Gillum advised that he would request a copy of his credit card receipt for the purchase of the Jay Z tickets and provide those records. However, after initially advising this investigator that he had requested the records, he failed to produce them.

(58) Mr. Corey's subpoenaed cell phone records indicate that on Wednesday, August 10, 2016, Mr. Corey texted the Respondent at noon, "Hey brother. Just checking in with you. Mike Miller and the crew have tickets for us for Hamilton tonight at 8 pm. When we originally spoke you said you could break free starting tonight at 6 pm but I recall you mentioning at the Edison that it may not be until Thursday. Let me know if you can join us?"

I think your brother has already arrived by the way. I get in at 5 pm." The Respondent texted his response at 12:45 p.m., "I can be free by 6 pm, but have some mtgs tomorrow as well. Awesome news about Hamilton." At 12:49 p.m., Mr. Corey texted the Respondent, "Perfect. I am stoked to see the show as well. Also, I got you a room tonight at the Millennial Hilton. Let me know if you need me to adjust it."

(59) Current Box Office rates for Hamilton range from a low of \$666 to a high of \$1,015 per ticket, before taxes. An internet search revealed that box office ticket prices averaged \$750 per ticket in August 2016.

(60) Marcus Gillum said he believes it was Mr. Corey who reserved a block of rooms at the Millennium Hilton for the group while they socialized together in New York City, and, he maintains, he reimbursed Mr. Corey for the cost of his room, which he shared with the Respondent on the Respondent's final night in New York City. The Respondent, he advised, had a room at another hotel booked through his work with the PFAW during the first part of the week. Marcus Gillum agreed to provide confirmation that he reimbursed Mr. Corey for the hotel room he shared with his brother, the Respondent, during the trip. However, Mr. Gillum never provided any documentation confirming that he reimbursed Mr. Corey for the room.

(61) An internet search of the Millennium Hilton's official website revealed that the average per night cost of lodging in August 2016, was in excess of \$100 per night but less than \$200 per night, before taxes.

(62) The Respondent provided travel records indicating that he traveled to New York City on Tuesday, August 9, 2016, departing Tallahassee at 5:30 a.m., and arriving at 10:00 a.m. on Delta Airlines. Records reflect that on his return trip he departed New York City on Friday, August 12, 2016, on Delta Airlines at 8:10 p.m., arriving in Tallahassee early Saturday morning, August 13, 2016, at 12:37 a.m. Records indicate he stayed at the Ameritania Hotel while in New York City, checking in on August 9, 2016, and checking out on the morning of August 11, 2016. His roundtrip airfare costs, hotel costs for two nights (August 9 & 10, 2016), transportation and meals costs associated with this portion of his stay were paid by the Open Society Foundation, founded by George Soros, which invited the Respondent to serve as a member of its Leadership in Government Fellowship Selection Committee.

Note: The Respondent indicated he actually took an earlier return flight to Tallahassee from New York City on Friday, August 12, 2016. He said he was able to rebook to the earlier flight after he and the group finished their cruise of the Statue of Liberty on Friday. However, testimony and cell phone records indicate the cruise took place on Thursday, August 11, 2016.

(63) The Respondent's City office calendar indicates that on Thursday, August 11, 2016, and on Friday, August 12, 2016, he was working in New York City for the PFAW. No documents were provided indicating what the Respondent's work schedule was for the PFAW during these two days and no hotel record was provided indicating that PFAW covered the cost of the Respondent's hotel room on the night of August 11, 2016, his last night in New York City during this trip.

(64) Both the Respondent and the Respondent's brother denied having attended a baseball game with the group during the New York City trip as is alleged in the complaint.

(65) Information contained in Mr. Corey's subpoenaed text messages confirms the group did not attend a baseball game due to weather and instead attended a showing of *Hamilton*.

(66) In his affidavit concerning this trip, Mr. Corey stated:

In or about August 2016, I traveled to New York to meet with, *inter alia*, a person known to me as Mike Miller ("Miller"). During that trip, Miller paid for and provided to myself and others, including Gillum, tickets to the Broadway show *Hamilton*, hotel accommodations at the Millennium Hilton Hotel NYC, and a boat tour of New York harbor. At that time, I and to the best of my knowledge the others, including Gillum, were aware Miller had paid for and provided the tickets, accommodations and boat tour. . . . I did not pay for any expenses associated with *Hamilton*, the hotel rooms, or the boat tour.

(67) The FBI did not respond to numerous attempts to contact them in reference to matters related to this investigation.

END OF REPORT OF PRELIMINARY INVESTIGATION

FLORIDA
COMMISSION ON ETHICS
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BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

CONFIDENTIAL

In re: Andrew Gillum,

Respondent.

Complaint No. 17-146

ADVOCATE'S RECOMMENDATION

The undersigned Advocate, after reviewing the Complaint, Amended Complaint, and Report of Investigation, filed in this matter, submits this Recommendation in accordance with Rule 34-5.006(3), F.A.C.

RESPONDENT/COMPLAINANT

Respondent, Andrew Gillum, served as the Mayor of the City of Tallahassee. Complainant is Dr. Erwin D. Jackson, of Tallahassee, Florida.

JURISDICTION

The Executive Director of the Commission on Ethics determined that the Complaint was legally sufficient and ordered a preliminary investigation for a probable cause determination as to whether Respondent violated Sections 112.313(2), 112.313(4), 112.313(6), 112.3148(3), 112.3148(4), and 112.3148(8), Florida Statutes. The Commission on Ethics has jurisdiction over this matter pursuant to Section 112.322, Florida Statutes.

The Report of Investigation was released on December 7, 2018.

ALLEGATION ONE

Respondent is alleged to have violated Section 112.313(2), Florida Statutes, by accepting a "thing of value" in regard to trips to Costa Rica and New York City based upon an understanding that his official action or judgment would be influenced.

APPLICABLE LAW

Section 112.313(2), Florida Statutes, provides as follows

SOLICITATION OR ACCEPTANCE OF GIFTS. No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

In order to establish a violation of Section 112.313(2), Florida Statutes, the following elements must be proved.

1. Respondent must have been either a public officer, a public employee or a candidate for nomination or election.
2. Respondent must have solicited or accepted something of value to him or her, including a gift, loan, reward, promise of future employment, favor, or service.
3. Such solicitation or acceptance must have been based upon an understanding that the Respondent's vote, official action or judgment would be influenced thereby.

ANALYSIS

Respondent served as the Mayor of Tallahassee for the past four years and has served as a member of the Tallahassee City Commission for the past 16 years. (ROI 18) His last day in office was November 19, 2018. (ROI 1)

The Complainant alleges that Respondent solicited and/or accepted gifts from one or more City lobbyists, vendors, or others, regarding the trips to Costa Rica and New York City and that he failed to report the gifts. (ROI 2)

The participants include:

Adam Corey

Adam Corey was the sole corporate officer and owner of Unconventional Strategies, LLC, a governmental lobbying firm whose clients seek assistance in navigating the City's development and permitting processes. (ROI 10, 12, 34) Corey initially registered as a lobbyist with the City on October 13, 2015 through Unconventional Strategies. (ROI 11, 34) He was also a registered lobbyist during 2016 and 2017, when he regularly lobbied the City of Tallahassee. (ROI 10, 34) He is the majority owner of The Edison Restaurant, which leases its building from the City. (ROI 3, 13)

Corey is also the principal owner of Tallahassee Hospitality Group, LLC (THG). (ROI 8, 9) Corey and Ryan Grindler are the majority partners of THG, which owns a number of other ventures through various corporate entities. (ROI 8)

Respondent has known Corey since his freshman year of college at Florida Agricultural and Mechanical University (FAMU). (ROI 18) They became friends through their attendance at monthly statewide student government meetings. (ROI 18) When Respondent ran for Mayor, Corey served as his volunteer campaign treasurer, which was largely an honorary designation because his campaign hired someone to manage the campaign's finances. (ROI 18) Respondent often socialized with Corey over the years and, until reports of a possible Federal Bureau of Investigation (FBI) investigation were made public, they routinely met a few times each week, including during the time period covered by these allegations, to exercise with a group of friends.

(ROI 18) The exercise group included Mike Miller (now identified as an FBI agent) and Sean Pittman. (ROI 18) Respondent referred to Corey as the one-time "face" of a number of restaurants in Tallahassee and also a lobbyist or "connector" for a local law firm. (ROI 18)

Corey introduced Respondent to potential City developers Mike Miller, Mike Sweets, and Brian Butler, later reported to be undercover FBI agents. (ROI 3) Once the FBI investigation came to light, Respondent severed his relationship with Corey. (ROI 18)

Corey's attorney advised the Commission's investigator that his client has been served with a Federal Grand Jury subpoena, and, therefore, would not be available for an investigative interview. (ROI 34) However, he agreed to allow Corey to provide a sworn affidavit concerning the two trips referenced in the instant complaint, and the affidavit was provided on December 4, 2018. (ROI 34)

Cascades Holding, LLC and The Edison Restaurant

Adam Corey and Ryan Grindler are the corporate officers of Cascades Holdings, LLC. (ROI 7, 13) As the result of a Request for Proposals, in August 2014, the City of Tallahassee (City) and Ryan Grindler on behalf of Cascades Holdings, LLC, signed a 20-year lease agreement for a public/private partnership to renovate and develop a destination restaurant in the City-owned historic electric building. (ROI 6) Corey owns a controlling interest of just under 60%. (ROI 13) Grindler owns just under 40%, and a group of investors owns the small remaining percentage. (ROI 13)

The Edison Restaurant is a tenant of the City and it makes monthly rental payments payable to the City. (ROI 6) The City invested approximately \$1.3 million dollars in the project and the Community Redevelopment Agency, jointly managed by the City and Leon County, invested over

\$800,000 in the project. (ROI 6) Construction of The Edison Restaurant was completed in the summer of 2015, and it opened for business in September 2015. (ROI 6)

Sean Pittman

Sean Pittman is a lobbyist with the Pittman Law Group, P.L., who allegedly lobbies on behalf of the City. (ROI 3) It was undisputed that Pittman is part-owner of The Edison Restaurant. (ROI 3) At the time of the Costa Rica trip, Pittman had a subcontract with City lobbyist Ron Book to represent the City before the federal government. (ROI 38) Pittman did not have a contract with the City and was not compensated directly by the City. (ROI 28)

Cody Schwarz

Cody Schwarz is identified as a lobbyist employed at the time by Corey's lobbying firm, Unconventional Strategies. (ROI 3, 10) Schwarz was registered with the City as a lobbyist during 2016 and 2017. (ROI 11)

Mary Kucek

Mary Kucek was identified as a part-owner of The Edison Restaurant with Corey and Pittman. (ROI 27) At the time of the Costa Rica trip, Kucek was the Managing Director of the Gulf Coast Region for Computer Aid, Inc., which provides customized computer programming services to its clients. Corey and Schwarz of Unconventional Strategies were registered with the City during 2016 as lobbyists representing Computer Aid, Inc. (ROI 27)

Mike Miller, Mike Sweets, and Brian Butler

It is reported that Mike Miller, Mike Sweets, and Brian Butler are undercover FBI agents who were posing as potential developers looking to do business in the City. (ROI 3, 14)

Austin Rain

Austin Rain was identified as a member of the group that went to Costa Rica for a week. (ROI 3, 14)

Darcie Morningstar

Darcie Morningstar was identified as a member of the group that went to Costa Rica for a week. (ROI 3, 14)

Nick Lowe

Nick Lowe is currently a private consultant working for the Florida Hotel and Lodging Association. (ROI 10) In January 2016, he became a salaried employee and lobbyist with Unconventional Strategies. (ROI 10) Lowe stated that clients came to Unconventional Strategies seeking assistance in navigating the City's development and permitting processes. (ROI 10) Lowe was registered with the City as a lobbyist during 2016 and 2017. (ROI 10, 11) He confirmed that he, Corey, and Schwarz all lobbied Respondent on a variety of matters during 2016 and 2017. (ROI 10)

Villa Paraiso

Corey arranged a Costa Rican trip through Donielle Fish, Owner and President of First Class Villas, Costa Rica. (ROI 15) First Class Villas' website describes Villa Paraiso as a five-bedroom luxury villa located in Manuel Antonio, Costa Rica, which can accommodate 10 guests. (ROI 14, 16) A villa rents for \$1,400 per night and overlooks the Pacific Ocean. (ROI 14, 16) Fish was quoted by the Tallahassee Democrat as saying, "Yes, those guys came to Manuel Antonio, Costa Rica," in May 2016. (ROI 15)

COSTA RICAN TRIP

In May 2016, Corey hosted a trip to Costa Rica for a group of friends.¹ (ROI 3, 14, 20) Information obtained from Corey through a subpoena indicates that he e-mailed those he invited (including Respondent) to vacation with him in Costa Rica on March 25, 2016. (ROI 29) He wrote, "As discussed, we have a beautiful mansion arranged for our stay in Costa Rica - Villa Paraiso located in Manuel Antonio. I am still working out some of the other details, such as transportation to and from the airport, dinner reservations, and activities to do while there, but I will include with the additional details soon." (ROI 29) Corey informed the participants that there would be an additional charge for the services of a chef if one was utilized during their stay and this charge would not include the cost of any foods prepared. (ROI 30) Corey also provided his flight schedule to the group and asked the participants to share their flight schedules with his assistant to help in finalizing local transportation. (ROI 29) Respondent and his Wife, R. Jai Gillum, accepted Corey's invitation to vacation in Costa Rica. (ROI 20)

On April 17, 2016, Schwarz, on behalf of Corey, e-mailed the participants, including Respondent, with a listing of suggested entertainment activities and asked them to respond to him to let him know which activities interested the group. (ROI 31)

On April 26, 2016, Respondent e-mailed Schwarz about a change in his arrival time. (ROI 32) On April 28, 2016, Schwarz e-mailed Ms. Fish and Mr. Wil Acuna, the Concierge for Costa Rica First Class Villas, to arrange the local flights for Respondent and his wife from "San Jose"² to Manuel Antonio, and to order a cake for Respondent's wife's birthday. (ROI 33)

¹ Respondent recalled that there were five couples and there may have been additional guests. (ROI 20) There were 14 participants. (ROI 25)

² This is probably a scrivener's error and should read "San Juan." (ROI 20, 33)

According to Respondent, he and his wife drove to Jacksonville and flew from there to San Juan, Puerto Rico. (ROI 20) Then they boarded a smaller local plane to reach their final destination in Costa Rica. (ROI 20) Respondent and his wife were only able to stay from May 4 to May 8, 2016. (ROI 20)

Respondent said that Corey informed him while they were in Costa Rica the cost for his and his wife's stay for the four nights was \$120 per night (\$480 total), which Respondent maintains he paid directly to Corey in cash while they were in Costa Rica. (ROI 21)

The group had a chef while staying at the villa who prepared breakfast every morning and other meals for them. (ROI 21) Respondent maintains that room, meals at the villa, and the services of the chef were included in the \$120 per night amount quoted to him by Corey. (ROI 21)

Respondent said that with the cash he and his wife typically carry with them at all times, plus the cash he withdrew the night prior to departing, he and his wife had approximately \$800 in cash with them on the trip. (ROI 21)

Respondent acknowledged that he knew at the time of this trip that Corey was a registered City lobbyist who lobbied the City on a variety of matters. (ROI 22) He has no recollection of Schwarz ever having lobbied him on any City matters and he maintains that Pittman had no direct association with the City as a lobbyist. (ROI 22) He explained that the City contracts with Ron Book to serve as its lobbyist and that Book has subcontracted some of his City lobbying work to Pittman, who has never been compensated directly by the City for lobbying and does not lobby City officials on any matters. (ROI 22)

Respondent recalled that while they were vacationing together in Costa Rica, Corey asked him if he was available the following week to meet some people. (ROI 23) Respondent told Corey to send a calendar request to his assistant at City Hall. (ROI 23) Corey sent an e-mail calendar

request on Thursday, May 5, 2016, inviting Respondent to meet with him and potential developers³ of City property at The Edison Restaurant on Monday, May 16, 2016. (ROI 14) The day after Respondent returned home from the Costa Rica trip (Monday, May 9, 2016) he sent an e-mail from his employer's People for the American Way (PFAW) e-mail account to his assistant at the City confirming, "I have agreed to this meeting." (ROI 14) Respondent maintains that was the entirety of their discussion about this meeting during the trip. (ROI 23)

Upon their return from Costa Rica, Respondent met with Corey at The Edison Restaurant, along with possibly three men that he now has learned were undercover FBI agents. (ROI 23) Respondent said their meeting lasted approximately 45 minutes and consisted of general discussions wherein he "pitched" Tallahassee to the men, whom he maintains held themselves out to be potential developers of property in the City. (ROI 45) He maintains that "nothing substantive" was discussed during the meeting, and he denies that any of the men asked him to help them develop the properties they were interested in developing on Tallahassee's south side. (ROI 23)

PAYMENT FOR THE COSTA RICAN TRIP

Records were subpoenaed from Corey in reference to the Costa Rica trip. (ROI 24) Included in the information is an e-mail dated May 23, 2016 from Corey to Jennie Grant at the Bean Team, Corey's accounting firm, explaining how to allocate certain credit card charges related to the Costa Rica trip. (ROI 24) One of those charges was \$98.51 at the Runaway Grill, dated May 4, 2016, the day Respondent arrived in Costa Rica. (ROI 24) Corey identified this charge for Grant as "lunch with Mayor Gillum to discuss city issues." (ROI 24) Runaway Grill is located in Quepos, Costa Rica, which is a 16-minute drive from where the group was staying in Manuel Antonio. (ROI 24)

³ These potential developers were later reported to be undercover FBI agents posing as developers looking to do business in the City. (ROI 14)

Also included in the expenses referenced in Corey's May 23, 2016 e-mail to Grant is an \$8,868.00 charge listed as "Costa Rica First." (ROI 25) In response to Grant concerning this charge, Corey wrote, "We need to break this down further. I'll chat with you later." (ROI 25) On June 1, 2016, Corey's assistant at Unconventional Strategies e-mailed Grant saying:

"Hey Jennie-Adam [Corey] has worked-up the cost of what the Costa Rica participants should reimburse us. See attached. Please send them an invoice. Adam [Corey] has also included a purpose statement for you." (ROI 25)

Attached to the e-mail was a document with the heading, "PURPOSE: Unconventional Strategies Client Development Retreat fees for accommodations, food, and transportation." (ROI 25) Based on this document, it appears that the total cost for the trip for all 14 participants was \$11,590.24. (ROI 25) The cost listed for Respondent and his wife's expenses during this trip is \$941.94. (ROI 25) However, there is a line marked through the Respondent's charges with a note stating in capital letters, "HOLD ON BILLING." (ROI 25)

Respondent provided his credit card receipts, copies of airline tickets, and pertinent bank statements pertaining to the Costa Rica trip for review. (ROI 26) The documents indicate that Respondent purchased round-trip airline tickets for himself and his wife, departing from Jacksonville International Airport. (ROI 26) Respondent stated he used his American Express Delta Reserve credit card to purchase the flights and said he assumes he used Delta Sky Miles to cover a portion of his airfare costs based on a review of the charges. (ROI 26) The credit card receipts, which totaled \$501.20, indicate purchases at restaurants and bars, and charges for local transportation and equipment rentals. (ROI 26) However, none of the charges are for the Respondent's lodging at the villa or the meal on May 4, 2016 at the Runaway Grill. (ROI 24, 26)

Respondent's bank statement indicates a \$400 withdrawal on May 2, 2016, at approximately 10:00 p.m., prior to his departure for Costa Rica. (ROI 26) Although Respondent

said that he and his wife utilized local air transportation from San Juan to the villa and the return trip to San Juan, there were no charges for local air transportation included in the trip receipts provided by Respondent. (ROI 26) E-mails between Respondent and Schwarz indicate that Respondent provided Schwarz with his credit card information and that Schwarz arranged in-country air travel for Respondent and his wife for \$73 per ticket each way. (ROI 26)

In response to questions concerning Respondent's payment for this trip, Corey wrote in his affidavit, "To date, I have never received any cash from or on behalf of Gillum as payment for any expenses associated with the trip to Costa Rica." (ROI 34)

NEW YORK TRIP

Respondent traveled to New York City August 10 through 12, 2016. (ROI 36) He met Adam Corey, Mike Miller, Mike Sweets, and his brother from Chicago, Marcus Gillum in New York City. (ROI 4)

A Google invitation was sent to Respondent at the City by Corey which reads, "Gents - Here is the plan from Mike Miller: We are going to do the Mets game Wednesday night. My buddy arranged another boat deal for us Thursday afternoon. Also, we have booked rooms arranged for everyone starting Wednesday night at the Millennial Hilton." (ROI 36)

Respondent recalled that the New York trip began with discussions between the men in his exercise group concerning their desire to take a "guy's trip." (ROI 46) Because everyone in the group had busy work schedules, he said it proved difficult for them to agree on a date that was acceptable to all of them. (ROI 46) Respondent said he recalled mentioning to Corey, who was a part of his exercise group, that he had a business trip planned for New York City during August 2016. (ROI 46) He said he traveled there for his job with PFAW, which he described as a "political non-profit" that employs him as National Director for Youth Leadership Programs. (ROI 46) The

PFAW trip, he recalled, was scheduled for August 9 through August 12, 2016. (ROI 46) He said he told Corey that he would only be available to socialize with the group during the later portion of that week and Corey arranged for the group to meet him in New York City. (ROI 46) At that time, Respondent believed FBI agents, Mike Miller and Mike Sweets, to be businessmen seeking to do business in the City of Tallahassee. (ROI 46)

Text messages subpoenaed from Corey indicate that on June 29, 2016, Corey and Miller were communicating to plan a trip that would include Respondent and his brother, Marcus Gillum. (ROI 38) These text conversations follow:

June 29, 2016 –

Corey to Miller: "I am meeting with AG [Andrew Gillum] in the AM to get options. He was all over the place today."

Miller: "I just want to make sure it's a good trip and Sweets and B will be booked on something else if we don't lock something down."

Corey: "I understand completely. I should have dates to you first thing in the AM."

Miller: "Sounds good."

June 30, 2016 –

Corey to Miller: "AG thinks Vegas in August is an easier option for him. He is double checking availability with his office now. Stand by."

Miller: "OK."

Miller to Corey, "Did you get a date?"

Corey: "August 10-12 for Hamptons/NYC or September 7-9 for Vegas. Thoughts? Left you a VM as well."

Miller: "Let me see what Sweets and B's schedule look like."

July 8, 2017 –

Miller to Corey: "How many for the NYC trip?"

Corey: "I believe just 3 of us on my side. Does that work for you?"

Miller: "Yes. 3 rooms?"

Corey: "Yes. That works. Me, AG, and his bro."

Miller: "Got it."
(ROI 39)

July 12, 2016 –

Miller to Corey: "I have the boat lined up for the trip in August. I will get the rooms booked."

Corey: "Awesome. Thanks for arranging everything. Let me know if I can help on anything."

July 13, 2016⁴ –

Miller to Corey: "Send me the Mayor and his brother's information and I will have my girl book their flights."

Corey: "AG already scheduled his flights since he is coming from another event in NYC already. I'll get you Marcus's info ASAP."

July 14, 2016 –

Corey to Miller: "Marcus is trying to figure out his travel schedule now. He is definitely in but he may be with AG prior to us getting together. He said he would get back to me shortly."

Miller: "No problem. Just tell them to let me know what their flights cost and I'll cover it."
(ROI 40)

July 19, 2016 –

Corey to Miller: "Hey brother. Let me know what you are thinking or have lined up for August 10 to 12. Are we heading into the Hamptons or staying in NYC and what time do we need to be and where? I am working on booking my flights today and plan to relay the others as well. Thanks."

⁴ On July 13, 2016, Tallahassee City Commission minutes indicate that the City Commission voted unanimously, with Respondent participating in the consent agenda vote, to approve Resolution No. 16-R-29, which approved the expansion of the Greater Frenchtown/Southside Community Redevelopment Area to include an additional 26 parcels, including the parcels that Miller had expressed an interest in developing. (ROI 42)

Miller: "I was about to send you this. So I am having the boat docked at North Cove Marina in NYC (Battery Park). We will stay in the same area. I could not make the Hamptons work for only two nights. I was planning to do dinner on the 10th and then going out for drinks. If you are getting in late we can just do drinks. On the 11th I was going to have everyone meet at the marina around 3:30 or 4. We will take the boat out and cruise around. I will have a few other friends coming. You are welcome to invite people to come out with us. I know you know people everywhere. After we dock we can see what everyone is up for. We can grab brunch on the 12th before everyone heads out."

Corey: "I love the plan. Thanks!"

Miller: "I wanted to thank AG for his support last week. Should I call him?"

Corey: "Either works. He is usually pretty responsive."

Miller: "I don't have his#."

Corey replied by providing Miller with the Respondent's cell number.
(ROI 41)

August 2, 2016 –

Miller to Corey: "Millennium Hilton 55 Church St."

Corey: "Thanks!"

August 8, 2016 –

Miller to Corey: "We are going to do the Mets game Wednesday night [the 10th]. My buddy arranged another boat deal for us Thursday [the 11th] afternoon."

Corey: "I love it. Thank you!"

August 9, 2016 – Respondent traveled to New York City on Tuesday, August 9, 2016, departing Tallahassee at 5:30 a.m., and arriving at 10:00 a.m. on Delta Airlines. He stayed at the Ameritania Hotel from August 9 – 11, 2016.⁵ (ROI 62)

Miller to Corey: "Looks like weather might not be great tomorrow. Maybe a show instead? Have you seen Hamilton?"

Corey: "That would be epic!!!!!"
"Yes. Let's do it."

⁵ His roundtrip airfare costs, hotel costs for two nights (August 9 - 10, 2016), transportation and meals costs associated with this portion of his stay were paid by the Open Society Foundation, founded by George Soros, which invited the Respondent to serve as a member of its Leadership in Government Fellowship Selection Committee. (ROI 62)

(ROI 43, 62)

August 10, 2016 – the first day of the New York City trip –

Corey to Respondent: "Hey brother. Just checking in with you. Mike Miller and the crew have tickets for us for Hamilton tonight at 8 pm. When we originally spoke you said you could break free starting tonight at 6 pm but I recall you mentioning at the Edison that it may not be until Thursday. Let me know if you can join us? I think your brother has already arrived by the way. I get in at 5 pm."

Respondent to Corey: "I can be free by 6 pm, but have some mtgs tomorrow as well. Awesome news about Hamilton."

Corey to Respondent: "Perfect. I am stoked to see the show as well. Also, I got you a room tonight at the Millennial Hilton. Let me know if you need me to adjust it."

Corey to Miller and Marcus Gillum: "Good morning gents. My flight on delta got cancelled last night. As a result I don't get in until just after 4 p.m. today. Copied on this text is Marcus Gillum and Mike Miller. I believe both of you will be in NYC much earlier than me so I wanted to connect you via text. Marcus, Mike is a friend and client that we spoke about and he has a room reserved for you at the Millennium Hilton. I'll see you guys soon."

Miller: "We are just getting in. I will check everyone in. We have Hamilton tickets tonight at 8."

Corey: "That is awesome."

Marcus Gillum: "Seeing Hamilton would be so dope."

Respondent to Corey: "I won't need a room. Thanks for the offer however."

Corey: "OK. But you will for tomorrow night, right?"

Respondent: "Nope."

Corey: "10-4. I'll get us a meeting point before the show shortly."

Miller to Marcus Gillum and Corey: "Checked in. All you need is your ID."

Corey to Miller: "I am less than 30 minutes out. The Mayor texted me and said he is covered tonight on his room. I guess he still has one for his original purpose of being here. I'm not sure if you can cancel it this late but I just found out. Also, when and where should I tell him to meet us before the concert? Hotel maybe?"

Respondent to Corey: "I was mistaken, I think I will need a room for tomorrow night."

Corey: "OK. I got you."

(ROI 44, 45, 58)

August 12, 2016 – Respondent departed New York City at 8:10 p.m., arriving in Tallahassee early Saturday morning, August 13, 2016, at 12:37 a.m.⁶ (ROI 62)

HOTEL & ACTIVITY ARRANGEMENTS

Respondent said his brother Marcus stayed in a hotel in lower Manhattan (the Millennium Hilton) where he believes Corey reserved a block of rooms for the group. (ROI 47) He acknowledged that he was invited to stay in that same hotel but noted that the bulk of his work for PFAW was in upper Manhattan, so he elected to stay in another hotel, paid for by his employer (PFAW), until Thursday evening of that week. (ROI 47) He said that he then stayed his final night in New York City with his brother in the room in lower Manhattan at the Millennium Hilton. (ROI 47)

Respondent said that the group attended the Broadway show "Hamilton" on Thursday night of that week (records reflect it was actually Wednesday) and he estimated that tickets were approximately \$700 each. (ROI 48) Respondent said on Friday (actually Thursday) the group took a mid-day boat tour to the Statue of Liberty. (ROI 48) He said he told his brother prior to this trip that he was too busy to make any arrangements for his participation in the activities of the group and his brother agreed to make all necessary arrangements for him. (ROI 48) Since Respondent's brother said he would take care of making the entertainment arrangements during the trip, Respondent said he believed his brother paid for his (Respondent's) ticket. (ROI 48) He recalled that he met the group on the sidewalk near the entrance to "Hamilton" and his brother handed him

⁶ Respondent said he actually took an earlier return flight to Tallahassee from New York City on Friday, August 12, 2016. He said he was able to rebook to the earlier flight after he and the group finished their cruise to the Statue of Liberty on Friday. However, testimony and cell phone records indicate the cruise took place on Thursday, August 11, 2016. (ROI 62)

a ticket there. (ROI 48) He said he never asked his brother about the cost of the ticket and never offered to reimburse him for the ticket. (ROI 48) He said he later learned from his brother that Corey purchased the tickets for the group and that his brother and Corey may have "worked out" the costs of the "Hamilton" tickets through a ticket exchange. (ROI 48) Respondent said he understood that Corey wanted tickets at the time for an upcoming Jay Z concert and believes his brother secured tickets for Corey to attend that event and intended this to serve as reimbursement for the "Hamilton" tickets. (ROI 49)

PAYMENT FOR THE NEW YORK CITY TRIP

Corey's credit card charges were obtained by subpoena from his accountant, The Bean Team. (ROI 37) A New York City taxi charge posted on August 12, 2016,⁷ in the amount of \$21.96, which Corey identified for The Bean Team as "taxi to hotel after Hamilton event with Mike Miller." (ROI 37) There was only one other relevant charge, also posted on August 12, 2016, in the amount of \$408.28 listed by Corey as "disputed" from Plunge in New York City. (ROI 37) Plunge, according to its internet website, is a rooftop club located at Gansevoort Meatpacking in New York City. (ROI 37) There were no other charges identified from the records that appeared to be related to the subject trip. (ROI 37)

Respondent said, "I take full responsibility for the boat ride [to the Statue of Liberty]," indicating that it never occurred to him that the boat ride might be considered a gift from a lobbyist or a principal who retained a lobbyist. (ROI 50) He said the trip lasted approximately one hour and he assumed that Miller, or the unidentified boat owner, covered the cost of the trip. (ROI 50) He said he subsequently researched the cost of a Statue of Liberty cruise and learned that a ticket

⁷ Evidence and testimony obtained during the investigation suggests that these charges were actually made prior to that day but did not immediately post to Corey's credit card account. (ROI 37)

could be purchased for as little as \$17 for a commercial boat with a large passenger capacity. (ROI 50) He acknowledged that a private cruise for a small group of passengers would be more expensive. (ROI 50) Respondent maintains he does not believe his portion of the costs associated with the cruise exceeded \$100. (ROI 50) He said, "In retrospect, I understand the gravity of this;" however, at the time of this cruise, he thought it was "nothing" and he never considered the costs associated with it. (ROI 50)

Respondent said he viewed Miller's and Sweets' presence on this trip as "completely social," and denied that any City business was discussed during the trip. (ROI 50)

Respondent's brother, Marcus Gillum, recalled that he and Respondent, along with Corey and the two men that he later learned were undercover FBI Agents, met in New York City in August 2016 to socialize. (ROI 51) He recalled that the group of five men were together during the later portion of the week of August 7 through 13, 2016 for "a couple, probably two days." (ROI 51) He only recalls attending three events together with the group: a private sightseeing cruise of the Statue of Liberty, going for drinks together "in the old meat-packing district," and attending "Hamilton." (ROI 51) He assumed Corey or Miller paid costs associated with the boat cruise. (ROI 51)

The boat was described as having two levels and not particularly fast or ornate, "not a fishing boat. It was more like a cruiser with two levels" (ROI 50, 52) On August 11, 2016, Corey texted pictures taken during the group's cruise around the Statue of Liberty to the other participants. (ROI 54) An internet search of private boat tours for smaller groups (approximately 6 passengers) revealed that those cruises typically are for two to three hours and prices vary greatly depending on the vessel and amenities with the average private cruise costing approximately \$600, before taxes. (ROI 53)

Marcus Gillum stated that everyone paid for their own drinks while socializing at the bar/club in New York's "meat-packing district." (ROI 55) Respondent has no recollection of going to the bar/club and stated, "I know I didn't go to a club." (ROI 56) However, Marcus Gillum said that he had left his wallet in his jacket at the hotel and Respondent gave him cash for cab fare so he could return to the hotel to retrieve his wallet. (ROI 55) He then returned to the bar to continue socializing with the group. (ROI 55)

Evidence suggests this activity may have occurred on the evening of Thursday, August 11, 2016, because this was the evening Respondent and Marcus Gillum both stated that Respondent stayed at the Millennial Hilton where Miller had made reservations for the group. (ROI 56)

Marcus Gillum acknowledged that the Broadway show "Hamilton" was "perpetually sold out" at the time and ticket prices were "extremely high." (ROI 57) He said Corey mentioned to the group that he could purchase everyone's tickets using his American Express Black Card, which would be less expensive than purchasing tickets through the secondary market. (ROI 57) Even though the regular box office rates were also extremely high, Marcus Gillum said the tickets Corey was able to secure were still much less than the cost of tickets available on the secondary market, which cost over \$1,000 each at that time. (ROI 57) It was his understanding that Corey purchased tickets for the group at the regular box office price. (ROI 57) Marcus Gillum confirmed that he never repaid Corey for his or Respondent's tickets. (ROI 57) Rather, he said he became aware at some point that Corey had a desire to see Jay Z's "Tidal X" concert in New York City scheduled for October 16, 2016, so he told Corey he would purchase tickets for himself, Respondent, and Corey to attend that concert. (ROI 57) Marcus Gillum said that, to the best of his recollection, he purchased five tickets to the Tidal X concert for \$280 each. (ROI 57) He said he purchased one for Corey, two of Corey's friends, one for himself, and one for Respondent. (ROI 57) Marcus

Gillum advised that he would request a copy of his credit card receipt for the purchase of the Jay Z tickets and provide those records, but he failed to produce them. (ROI 57)

Current box office rates for "Hamilton" range from a low of \$666 to a high of \$1,015 per ticket, before taxes. (ROI 59) An internet search revealed that box office ticket prices averaged \$750 per ticket in August 2016. (ROI 59)

Marcus Gillum believes it was Corey who reserved a block of rooms at the Millennium Hilton for the group while they socialized together in New York City, and he maintains that he reimbursed Corey for the cost of his room, which he shared with Respondent on Respondent's final night (August 12, 2016) in New York City. (ROI 60) Marcus Gillum agreed to provide confirmation that he reimbursed Corey for the hotel room he shared with Respondent during the trip; however, again he failed to produce it. (ROI 60)

An internet search of the Millennium Hilton's official website revealed that the average per night cost of lodging in August 2016 was in excess of \$100 per night but less than \$200 per night, before taxes. (ROI 61)

Respondent's City office calendar indicates that on Thursday, August 11 through 12, 2016, he was working in New York City for the PFAW. (ROI 63) No documents were provided indicating what his work schedule was for the PFAW during these two days and no hotel record was provided indicating that PFAW covered the cost of his hotel room on the night of August 11, 2016, his last night in New York City during this trip. (ROI 63)

Information contained in Corey's text messages confirms that the group did not attend a baseball game, as alleged by Complainant, due to the weather and instead attended a showing of "Hamilton." (ROI 65)

In his affidavit concerning the New York City trip, Corey stated:

In or about August 2016, I traveled to New York to meet with, inter alia, a person known to me as Mike Miller ("Miller"). During that trip, Miller paid for and provided to myself and others, including Gillum, tickets to the Broadway show Hamilton, hotel accommodations at the Millennium Hilton Hotel NYC, and a boat tour of New York harbor. At that time, I and to the best of my knowledge the others, including Gillum, were aware Miller had paid for and provided the tickets, accommodations and boat tour . . . I did not pay for any expenses associated with Hamilton, the hotel rooms, or the boat tour.

(ROI 66)

The Commission's investigator made numerous unsuccessful attempts to contact the FBI in reference to matters related to this investigation. (ROI 67)

At all relevant times, Respondent was a public officer who accepted something of value to him, to wit: at a minimum, transportation, services of a chef, and accommodations in Costa Rica, tickets to the Broadway show "Hamilton," and a private boat cruise in New York City. Thus, the first and second elements of a violation have been met.

The third element requires proof that "acceptance must have been based upon an understanding that Respondent's vote, official action or judgment would be influenced."

In CEO 75-21, the Commission opined that the term "influence" referred to an alteration of an official's independence and impartiality of judgment. In CEO 80-27, the Commission adopted the following definition of the word "influence": "To affect, modify, or act upon by physical, mental or moral power, especially in some gentle, subtle and gradual way."

The Commission has found that the providing of a trip by one who stands to gain from the actions of the recipient evidences an intent to influence. In CEO 75-22, the Commission advised a city director of Housing and Urban Development not to accept a trip sponsored by General Electric Corporation stating, "logical analysis would lead one to accept the premise that General Electric, to warrant the expenditure of corporate funds, would do so only on the basis that beneficial results

would accrue to the company. And this cannot be compatible with a complete absence of intent to influence."

Respondent and Corey may have a friendship but these two trips centered around their professional relationship – lobbyist and public official. As evidence, Corey's purpose in extending an invitation to Respondent for the Costa Rican trip was clearly delineated to his accountant: "PURPOSE: Unconventional Strategies Client Development Retreat fees for accommodations, food, and transportation." (ROI 25) Corey indicated that the purpose of the New York City trip was to meet Miller and apparently have Miller entertain and socialize with Respondent and his brother. (ROI 50, 51, 66) Quite possibly, Miller wanted to show his appreciation for Respondent's "support last week." (ROI 41) This quote is in reference to a July 13, 2016 City Commission vote in which Respondent voted to approve the expansion of the Greater Frenchtown/Southside Community Redevelopment Area to include parcels that Miller had expressed an interest in developing. (ROI 42)

Corey, as Miller's and Sweet's lobbyist, certainly intended to promote the interests of his clients via influencing a public official – Respondent. *See, In Re: Winston W. "Bud" Gardner, Case No. 92-4946EC* (Fla. DOAH Apr. 7, 1993) Final Order and Public Report: June 11, 1993 ("Lobbyists promote the interests of their clients.... Influencing legislators [public officials] is at the core of the lobbyist's vocation.") Respondent was in a position to help or harm the interests of Corey's clients. By "gifting" the two trips, Corey and Miller created an impression of currying favor and partiality by Respondent toward their interests and issues. In fact, both trips effectively gained undivided access to Respondent. Thus, the third element has been met.

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.313(2), Florida Statutes.

ALLEGATION TWO

Respondent is alleged to have violated Section 112.313(4), Florida Statutes, by accepting "things of value" regarding trips to Costa Rica and New York City when he knew or should have known that they were given to influence action in which he was expected to participate in his official capacity.

APPLICABLE LAW

Section 112.313(4), Florida Statutes, provides as follows:

UNAUTHORIZED COMPENSATION. -No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

In order to establish a violation of Section 112.313(4), Florida Statutes, the following elements must be proved:

1. Respondent must have been a public officer or employee.
2. Respondent or Respondent's spouse or minor child must have accepted some compensation, payment or thing of value.
3. When such compensation, payment or thing of value was accepted:
 - a) Respondent knew that it was given to influence a vote or other action in which Respondent was expected to participate in an official capacity;

or

b) Respondent, with the exercise of reasonable care, should have known that it was given to influence a vote or other action in which Respondent was expected to participate in an official capacity.

ANALYSIS

Most of the facts are set forth above under Allegation One. Respondent was a public officer at all relevant times. Respondent and his wife, R. Jai Gillum, accepted a "thing of value" (i.e., gifts) when they received transportation, accommodations, services of a chef, and meals in regard to the Costa Rican trip with a value of \$941.94. Respondent received a "thing of value" when he received a ticket to the Broadway show "Hamilton" and a Statue of Liberty private cruise (at a minimum) during the New York City trip with an estimated value of over \$750.⁸ Thus, elements one and two of a violation have been met.

Section 112.313(4), Florida Statutes, does not require that there be an actual agreement that the intended purpose of the gifts be achieved. *In re Bernard Hart*, 14 F.A.L.R. 1054, 1076 (1991), aff'd, Fourth District Court of Appeal, August 12, 1992. Corey and Miller had the requisite intent to gain access, familiarity, influence, and possibly indebtedness with Respondent when they provided gifts to him, his wife, and his brother.

Respondent or his relatives were the recipients of those gifts while Respondent simultaneously participated as a voting member on an entity that was approving issues that could benefit or harm the donors. Thus, Respondent either knew or should have known that the gifts were being provided to garner favor because Respondent was in an official position to make decisions in matters directly involving Corey's clients, Miller and Sweets. Further, Respondent would continue to have the responsibility to participate in decisions concerning Corey's clients. Thus, the third element has been met.

⁸ \$750 per ticket to "Hamilton" plus an undetermined amount for the cruise. (ROI 59, 53)

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.313(4), Florida Statutes.

ALLEGATION THREE

Respondent is alleged to have violated Section 112.313(6), Florida Statutes, by accepting gifts in his official capacity regarding trips to Costa Rica and New York City for himself and others in return for access and influence.

APPLICABLE LAW

Section 112.313(6), Florida Statutes, provides as follows:

MISUSE OF PUBLIC POSITION. No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

The term "corruptly" is defined by Section 112.312(9), Florida Statutes, as follows:

"Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties.

In order to establish a violation of Section 112.313(6), Florida Statutes, the following elements must be proved:

1. Respondent must have been a public officer or employee.
2. Respondent must have:
 - a) used or attempted to use his or her official position or any property or resources within his or her trust,
or
 - b) performed his or her official duties.

3. Respondent's actions must have been taken to secure a special privilege, benefit or exemption for him - or herself or others.

4. Respondent must have acted corruptly, that is, with wrongful intent and for the purpose of benefiting him- or herself or another person from some act or omission which was inconsistent with the proper performance of public duties.

ANALYSIS

The facts are set forth above under Allegation One. Respondent was a public officer at all relevant times. Therefore, the first element of a violation of Section 112.313(6), Florida Statutes, has been met. Respondent secured privileges or benefits for himself, his wife, and his brother as discussed previously. Corey extended an invitation to Respondent to travel to Costa Rica and New York City with lobbyists, clients of Unconventional Strategies, and potential developers seeking to do business with the City. (ROI 27, 34) It was because of Respondent's official position and the influence he could command, and through contacts he acquired in his official position, that he was invited to take these free trips. These gifts were special to Respondent because apparently no other public officials or their relatives were offered the same. Thus, the second element of a violation has been met.

Respondent stated that he paid Corey cash for his and his wife's expenses while they were in Costa Rica. (ROI 21) Respondent and his wife did not have enough cash with them (approximately \$800) to pay Corey the \$941.94 owed. (ROI 21, 25) Respondent's statement is controverted by a June 1, 2016 e-mail to Corey's accountant that lists Respondent's financial obligation stricken through with a notation "HOLD ON BILLING." Additionally, Corey contradicted Respondent's assertion that he made a reimbursement in cash: "To date, I have never received any cash from or on behalf of Gillum as payment for any expenses associated with the trip to Costa Rica." (ROI 34) Nor do Respondent's trip receipts or credit card receipts indicate that

he paid for local air transportation, accommodations at the villa, or meal(s) at the Runaway Grill. (ROI 26)

Respondent also stated that he did not discuss City business with Corey in Costa Rica. Although this matter is irrelevant for a misuse of public position violation, Corey identified for his accountant a \$98.51 charge at the Runaway Grill as "lunch with Mayor Gillum to discuss city issues" and identified the purpose of the entire Costa Rican trip as a "client development retreat." (ROI 24, 25) This indicates a business trip rather than a personal vacation and is further evidence that Respondent was invited due to his official position as Mayor. Based on who participated in the trip, it is not credible that no business was discussed during the trip.

Additionally, when Corey asked Respondent if he was available the following week to meet some people, Respondent told Corey to send a calendar request to his assistant at City Hall. (ROI 23) This action invoked the use of Respondent's public position and public resources.

In regard to reimbursement for the New York City trip, Corey wrote in his affidavit that Respondent was aware that Miller "paid for and provided the tickets, accommodations and boat tour" for Respondent and his brother during the trip. (ROI 66) Respondent's brother alleged that he secured Jay Z concert tickets for Corey as reimbursement for the "Hamilton" tickets. Not only did he fail to provide proof after he said he would, Miller - not Corey - was the person who should have been reimbursed.

Respondent had three lawful options with regard to these gifts: 1) timely reimburse a substantial portion of the gifts to reduce the value to \$100 or less⁹ so that the gifts did not have to be publicly disclosed on a CE Form 9, "Quarterly Gift Disclosure"; 2) not accept gifts over \$100

⁹ Compensation provided by the donee to the donor within 90 days of receiving the gift shall be deducted from the value of the gift in determining the value of the gift. §112.3148(8), Fla. Stat.

from lobbyists or their principals (prohibited donors); or 3) disclose all of the gifts over \$100 on a CE Form 9.

Respondent, nor Respondent's brother, provided any proof of reimbursement and he was aware that he was legally required to publicly disclose certain gifts in the calendar quarter in which the gifts were received. §112.3148, Fla. Stat. This is evident by the fact Respondent disclosed free tickets received as gifts valued in excess of \$100 to a "Jazz and Blues Festival" in September 2016. (ROI 35) Interestingly, Respondent disclosed these tickets but chose not to report free transportation, services of a chef, meals, accommodations in a "beautiful mansion,"¹⁰ Broadway tickets,¹¹ and a private boat cruise he accepted a month earlier and disclosable on the same form as the "Jazz and Blues Festival" tickets. This omission is an obvious attempt to either conceal the gifts from the public or hide the fact that he accepted gifts from a lobbyist and principals of a lobbyist – both prohibited donors. §112.3148, Fla. Stat. Accepting gifts, concealing their acceptance, or alleging without substantiation that he or his brother reimbursed their hosts demonstrates a wrongful intent and actions inconsistent with the proper performance of his public duties. The third and fourth elements of a violation have been met.

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.313(6), Florida Statutes.

ALLEGATION FOUR

Respondent is alleged to have violated Section 112.3148(3), Florida Statutes, by soliciting a gift(s) from a lobbyist doing business with the City of Tallahassee.

¹⁰ Corey stated in a March 25, 2016 e-mail, "As discussed, we have a beautiful mansion arranged for our stay in Costa Rica – Villa Paraiso located in Manuel Antonio." (ROI 29)

¹¹ Respondent estimated the tickets were \$700 each. (ROI 48)

APPLICABLE LAW

Section 112.3148(3), Florida Statutes, provides as follows:

A reporting individual or procurement employee is prohibited from soliciting any gift from a vendor doing business with the reporting individual's or procurement employee's agency, a political committee as defined in s. 106.011 or a lobbyist who lobbies the reporting individual's or procurement employee's agency, or the partner, firm, employer, or principal of such lobbyist, where such gift is for the personal benefit of the reporting individual or procurement employee, another reporting individual or procurement employee, or any member of the immediate family of a reporting individual or procurement employee.

In order to establish a violation of Section 112.3148(3), Florida Statutes, the following elements must be proved:

1. Respondent must have been a reporting individual or procurement employee.
2. Respondent must have solicited a gift, food or beverage.
3. The gift must have been solicited from a vendor doing business with Respondent's agency, political committee or committee of continuous existence or a lobbyist who lobbies the Respondent or his agency or the partner, firm, employer, or principal of such a lobbyist.
4. The gift must be for the personal benefit of the reporting individual or procurement employee, another reporting individual or procurement employee, or any member of the immediate family of a reporting individual or procurement employee.

ANALYSIS

Most of the facts are set forth above under Allegation One. In addition, on April 26, 2016, Respondent e-mailed Schwarz, a registered lobbyist, with this request, "I should also mention that it will be R. Jai's Birthday on Wednesday when we arrive. Wondering if you have any idea if/where I could order a cake for the group to enjoy on Wednesday night dinner....?" Schwarz responded, "I will ask about getting a cake for R. Jai, I cannot wait to celebrate!!!" (ROI 10, 11, 32)

The next day, Schwarz e-mailed Respondent and stated, "We are going to get a cake delivered to the house Wednesday for R. Jai, can you please let me know what message [sic] would like on the cake and what flavor she likes?" (ROI 32) On April 28, 2016, Respondent wrote, "Thank you re: cake. You're the best. She likes regular white cake, red velvet cake (or cupcakes), and pound cake." (ROI 32)

This is the only known incident that may be considered a solicitation of a gift. Respondent is a "reporting individual" meaning that he must file either a CE Form 1 or CE Form 6. §112.3148(2)(d), Fla. Stat. Thus, element one is met. There is no evidence that Respondent reimbursed Schwarz for the cost of the cake, thus, he may have received a gift from a lobbyist. However, Respondent's request for information about purchasing a cake may not qualify as a solicitation.

Therefore, based on the evidence before the Commission, I recommend that the Commission find no probable cause to believe that Respondent violated Section 112.3148(3), Florida Statutes.

ALLEGATION FIVE

Respondent is alleged to have violated Section 112.3148(4), Florida Statutes, by receiving gift(s) from a lobbyist of the City of Tallahassee and principals of a lobbyist when Respondent knew or reasonably believed that the gifts had a value in excess of \$100.

APPLICABLE LAW

Section 112.3148(4), Florida Statutes, provides as follows:

REPORTING AND PROHIBITED RECEIPT OF GIFTS BY INDIVIDUALS FILING FULL OR LIMITED PUBLIC DISCLOSURE OF FINANCIAL INTERESTS AND BY PROCUREMENT EMPLOYEES. A reporting individual or procurement employee or any other person on his or her behalf is prohibited from knowingly accepting, directly or indirectly, a gift

from a political committee or committee of continuous existence, as defined in s. 106.011, or from a lobbyist who lobbies the reporting individual's or procurement employee's agency, or directly or indirectly on behalf of the partner, firm, employer, or principal of a lobbyist, if he or she knows or reasonably believes that the gift has a value in excess of \$100; however, such a gift may be accepted by such person on behalf of a governmental entity or a charitable organization. If the gift is accepted on behalf of a governmental entity or charitable organization, the person receiving the gift shall not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift.

In order to establish a violation of Section 112.3148(4), Florida Statutes, the following elements must be proved:

1. Respondent must have been a reporting individual or procurement employee.
2. Respondent must have knowingly accepted a gift.
3. The donor of the gift must have been a vendor doing business with Respondent's agency, a political committee, or lobbyist who lobbies the Respondent or his agency.
4. Respondent knew or reasonably believed that the gift had a value of more than \$100.

ANALYSIS

Most of the facts are set forth above under Allegation One. Respondent is a "reporting individual" meaning that he must file either a CE Form 1 or CE Form 6. §112.3148(2)(d), Fla. Stat. Respondent knowingly accepted gifts from Corey, who was known to Respondent as a lobbyist who lobbies his agency, and Miller and Sweets, who were known to Respondent as Corey's clients or principals. These are prohibited donors. Thus, elements one, two, and three have been met.

Respondent knew that the Costa Rican accommodations, chef, meals, etc. were over \$100 because Corey told him. (ROI 21) Since Respondent knew that the tickets to a jazz festival were

over \$100 he had to reasonably believe that tickets to the hit Broadway show "Hamilton" were over \$100. If he did not know the value, he apparently did nothing affirmatively to ascertain the cost of the tickets or the private cruise. Thus, element four is met.

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.3148(4), Florida Statutes.

ALLEGATION SIX

Respondent is alleged to have violated Section 112.3148(8), Florida Statutes, by failing to file a timely CE Form 9, "Quarterly Gift Disclosure," for gifts received related to trips to Costa Rica and New York City.

APPLICABLE LAW

Section 112.3148(8), Florida Statutes, provides as follows

(8)(a) Each reporting individual or procurement employee shall file a statement with the Commission on Ethics on the last day of each calendar quarter, for the previous calendar quarter, containing a list of gifts which he or she believes to be in excess of \$100 in value, if any, accepted by him or her, for which compensation was not provided by the donee to the donor within 90 days of receipt of the gift to reduce the value to \$100 or less, except the following:

1. Gifts from relatives.
2. Gifts prohibited by subsection (4) or s. 112.313(4).
3. Gifts otherwise required to be disclosed by this section.

Section 112.312(12)(a), Florida Statutes, provides in its relevant part:

"Gift" for purposes of ethics in government and financial disclosure required by law, means that which is accepted by a donee or by another on the donee's behalf, or that which is paid or given to another for or on behalf of a donee, directly, indirectly, or in trust for the donee's benefit or by any other means, for which equal or greater consideration is not given within 90 days. . . .

ANALYSIS

Most of the facts are set forth above under Allegation One. An individual who is required to file a CE Form 6 (except Judges) or a CE Form 1, is a "Reporting Individual" and required to file a CE Form 9, "Quarterly Gift Disclosure," on the last day of the calendar quarter (March 31, June 30, September 30, or December 31) for gifts received during the previous calendar quarter and valued in excess of \$100. If no reportable gifts are received, no form needs to be filed. The information required includes a description of the gift, monetary value of the gift, the name and address of the person making the gift and the date(s) the gift was received. If any of this information is unknown, other than the description, the reporting individual should so state on the form. *See, Instructions for CE Form 9.*

If Respondent reasonably believed that the gifts were valued in excess of \$100 and that the donor(s) was a lobbyist who lobbies his agency or a principal(s) of a lobbyist, then he should not have accepted them pursuant to Section 112.3148, Florida Statutes. He did.

If Respondent reasonably believed that the gifts were under \$100 and that the donor(s) was a lobbyist who lobbies his agency or a principal(s) of a lobbyist, then he should have timely disclosed them on a CE Form 9. He did not. (ROI 35)

Therefore, based on the evidence before the Commission, I recommend that the Commission find probable cause to believe that Respondent violated Section 112.3148(8), Florida Statutes.

RECOMMENDATION

It is my recommendation that:

1. There is probable cause to believe that Respondent violated Section 112.313(2), Florida Statutes, by accepting a "thing of value" in regard to trips to Costa Rica and New York City based upon an understanding that his official action or judgment would be influenced.

2. There is probable cause to believe that Respondent violated Section 112.313(4), Florida Statutes, by accepting "things of value" regarding trips to Costa Rica and New York City when he knew or should have known that they were given to influence action in which he was expected to participate in his official capacity.

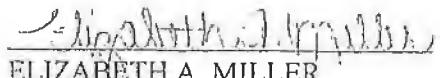
3. There is probable cause to believe that Respondent violated Section 112.313(6), Florida Statutes, by accepting gifts in his official capacity regarding trips to Costa Rica and New York City for himself and others in return for access and influence.

4. There is no probable cause to believe that Respondent violated Section 112.3148(3), Florida Statutes, by soliciting a gift(s) from a lobbyist doing business with the City of Tallahassee.

5. There is probable cause to believe that Respondent violated Section 112.3148(4), Florida Statutes, by receiving gift(s) from a lobbyist of the City of Tallahassee and principals of a lobbyist when Respondent knew or reasonably believed that the gifts had a value in excess of \$100.

6. There is probable cause to believe that Respondent violated Section 112.3148(8), Florida Statutes, by failing to file a timely CE Form 9, "Quarterly Gift Disclosure," for gifts received related to trips to Costa Rica and New York City.

Respectfully submitted this 21st day of December, 2018


ELIZABETH A. MILLER
Advocate for the Florida Commission
on Ethics
Florida Bar No. 578411
Office of the Attorney General
The Capitol, PL-01
Tallahassee, FL 32399-1050
(850) 414-3300, Ext. 3702

CEO 75-21 -- February 14, 1975

STANDARDS OF CONDUCT

ACCEPTANCE BY STATE BOARD OF "EDUCATIONAL" TRIP SPONSORED BY PRIVATE CORPORATION REGULATED BY THE BOARD

To: Peter P. Baljet, Executive Director, Department of Pollution Control, Tallahassee

Prepared by: Gene L. "Hal" Johnson

SUMMARY:

Section 112.313(1), F. S., as amended by Ch. 74-177, Laws of Florida, prohibits officers or employees from accepting gifts, favors, or services of value to the recipient that would influence a reasonably prudent person in the discharge of official duties. In this instance, the Florida Power and Light Company offered to finance a trip for members and staff of the Pollution Control Board to three nuclear and fossil fuel-burning power plants. The trip is of obvious value to the board since FPLC financing is necessary for the excursions and the board is enriched to the extent of the expense amounts paid. Secondly, construing "influence" to mean alteration of an officer's independence and impartiality of judgment, the FPLC-sponsored trip could create an impression upon board members distinguishable from that created by a neutral party not providing such services. Therefore, in order to retain an ethical relationship between the Pollution Control Board and the entities it regulates, the invitation from FPLC should be denied by the board.

QUESTION:

Does acceptance by the Florida Pollution Control Board of an invitation from the Florida Power and Light Company (FPLC) to visit FPLC's nuclear power plants in Florida at FPLC's expense in order to educate the board in the operation and environmental effects of such plants, violate the Code of Ethics, Part III, Ch. 112, F. S., as amended by Ch. 74-177, Laws of Florida?

Your question is answered in the affirmative.

As indicated in your letter of inquiry, the Florida Power and Light Company (hereinafter referred to as FPLC) has extended an invitation to the Florida Pollution Control Board and key staff members to visit its nuclear power plants at Turkey Point and in St. Lucie County. The purpose of this invitation is to give the Pollution Control Board better insight into the operation of these plants and in the manner in which FPLC is attempting to effectuate optimum environmental practices.

The reason for seeking an advisory opinion from the Ethics Commission rests in the fact that since the Department of Pollution Control is charged with the task of certification of power plant sites and operations, there is a reasonable question of propriety in undertaking such a trip at the expense of a private entity which is subject to the board's regulation.

For the reasons stated below, we conclude that acceptance of such an offer would constitute a conflict of interest.

The section of the Code of Ethics applicable in such a situation states:

No officer or employee of a state agency . . . shall accept any gift, favor, or service of value to the recipient, that would cause a reasonably prudent person to be influenced in the discharge of official duties. [Section 112.313(1), F. S., as amended by Ch. 74-177, supra; emphasis supplied.]

As we perceive this prohibition, two criteria must exist: First, the gift, favor, or service must be of value to the recipient and, second, the value must be of such a nature that it would cause a reasonably prudent person to be influenced in the discharge of his official duties. Application of the Code of Ethics to the situation you have presented will therefore be made with these two criteria in mind.

The FPLC has offered to finance, voluntarily, a trip for the members of the Pollution Control Board and key staff members to visit its nuclear and fossil fuel-burning power plants at Crystal Springs, St. Lucie County, and Turkey Point in south Florida. The company will pay the cost of transportation to and from the power plant sites and will also provide the board and staff members with meals and lodging. Is the Pollution Control Board then the recipient of something of value? We must answer this question in the affirmative.

First of all, the expenses have financial value and, by permitting these expenses to be paid on their behalf, the board is enriched to the extent of the amount paid. In addition, we believe the trip itself will be of value to the board in its regulatory functions. The fact that the trip could not have been made without the financing offered by FPLC is further evidence that a benefit is being conferred upon the agency.

The more difficult question which we must answer is whether the value of the gifts and services offered by FPLC is such as would cause a reasonably prudent person to be influenced in the discharge of his official duties? We cannot say that such influence would not, in fact, exist.

To assess whether a reasonably prudent person in the position of a member of the Pollution Control Board would be influenced by the services rendered by the FPLC, we must consider the meaning of the term "influence." In its statement of legislative intent and declaration of policy, the Code of Ethics provides that "[i]t is essential to the proper conduct and operation of government that public officials be independent and impartial . . ." Section 112.311(1), F. S. With this in view we believe the term "influence" must be read to mean the alteration of an official's independence and impartiality of judgment.

In the situation which you have presented, we cannot say that a reasonably prudent person would not lose a degree of his impartiality and might therefore be influenced in the discharge of his duties. By sponsoring the proposed trip, the FPLC will be creating an impression upon the board members distinguishable from that of a neutral party not providing such gifts or services. Whether this impression is favorable or unfavorable is irrelevant for purposes of our consideration. What must be emphasized is that, due to this gift and its value, the board members would formulate an impression of FPLC that would unconsciously or consciously be assessed in any consideration of a matter brought before the Pollution Control Board by FPLC. Such an additional factor would not be present in consideration of a matter before the board where the party has remained neutral.

In summary, we believe that the spirit as well as the letter of the law would be violated by the acceptance of the gifts or services at issue. The relationship between the Pollution Control Board and the entities it regulates must be zealously guarded to retain independence and impartiality and the appearance of neutrality. Such a posture will best be preserved by a denial of the proposed invitation.

CEO 80-27 -- April 17, 1980

CONFLICT OF INTEREST

UNIVERSITY ADMINISTRATOR RECEIVING FREE MEALS FROM FOOD SERVICE COMPANY CONTRACTING WITH UNIVERSITY

To: (Name withheld at the person's request.)

Prepared by: Phil Claypool

SUMMARY:

Section 112.313(4), F. S., prohibits a public officer or employee, or his spouse or minor child, from accepting anything of value when he knows, or with the exercise of reasonable care should know, that it was given to influence any official action in which he was expected to participate. This provision of the Code of Ethics places the burden upon a public officer or employee to exercise reasonable care in determining whether a particular payment or thing of value has been given with the intent to influence his official action. When the donor is in a position to be benefited by the officer's or employee's action, the officer or employee should weigh the value of the thing received against the ostensible purpose for its being given.

When a state university administrator is offered a "gift card" by the food service company contracting with the university, which card entitles its holder to an unlimited number of free meals at any one of the company's eating establishments, the ostensible purpose of the cards, i.e., review of the company's service, should clearly negate the possibility that they have been given to influence decisions of the administrators. This does not appear to be the case. Rather, it appears that even the ostensible purpose would influence the course of future contract reviews or negotiations. Under these circumstances, a prohibited conflict of interest would be created were such administrators to receive free meals by use of the "gift card" from a food service company which has contracted with the university.

QUESTION:

Would a prohibited conflict of interest be created were I, a university administrator, to receive free meals from a food service company which has contracted with the university?

Your question is answered in the affirmative.

In your letter of inquiry and in a telephone conversation with our staff, you advise that, as Vice President for Administrative Affairs of Florida International University, you have indirect responsibility for overseeing the food service contract between the university and the corporation which has been awarded the contract. More specifically, your authority extends over the director of auxiliaries and the head of the university's purchasing department, and both people oversee the day-to-day administration of that contract. You also advise that recently six top administrators of the university, including yourself, received "gift cards" from the food service corporation; each card

allows its holder to eat without charge at any one of the corporation's establishments. In addition, you advise that, when you were given your card, the company's representative stated that these cards had been given to administrators at other universities serviced by the company and that the cards were being given in order to encourage top university management to eat at the company's facilities and to review its service. As part of this review, the company has asked that each cardholder participate in one yearly written survey.

Of the six persons receiving these cards, you advise, only three have any responsibility over the awarding of the contract or the performance of the contract: you, the president of the university, and the director of auxiliaries. In this respect, you advise that the director of auxiliaries is responsible for the day-to-day administration of the contract and that he and a committee composed of faculty, staff, and student representatives review food service contract proposals and make a recommendation to the president. It is the president who authorizes the contract and who, in this case, authorized you to sign the contract with the food service corporation. Finally, you advise that it is the opinion of the administrators that these cards would in no way influence their official actions or judgment and that, since the cards would not be used frequently, they would result in little financial benefit.

The Code of Ethics for Public Officers and Employees provides in relevant part:

SOLICITATION OR ACCEPTANCE OF GIFTS. -- No public officer or employee of an agency or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service:

That is based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby. [Section 112.313(2)(b), F. S.]

This provision prohibits a public employee from accepting any gift, such as a free meal, which is based upon the understanding that his official action or judgment would be influenced. On the basis of the facts you have presented; it does not appear that there is any understanding between you and the food service corporation to the effect that your judgment would be influenced by virtue of the "gift card." Therefore, this provision of the Code of Ethics would not prohibit your receipt or use of the card.

The Code of Ethics also provides as follows:

UNAUTHORIZED COMPENSATION. -- No public officer or employee of an agency or his spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer or employee knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his official capacity. [Section 112.313(4), F. S.]

Under this provision, we must determine whether you know, or with the exercise of reasonable care should know, that the gift card was given to influence some action in which you are expected to participate in your official capacity. We note that you have given no indication that you know that the gift card was given to influence your official action. Therefore, we must determine whether, with the exercise of reasonable care, you should know that the gift card was given to influence some official action in which you are expected to participate.

The word "influence" has been defined as: "To affect, modify or act upon by physical, mental or moral power, especially in some gentle, subtle, and gradual way." [Black's Law Dictionary (5th ed., 1979).]

Webster's Seventh New Collegiate Dictionary (1971) defines the word as meaning "to affect or alter by indirect or intangible means: sway." Thus, something of value given with the intent to influence one's official action would include things given in order to directly and obviously affect an official action as well as those things given with the intent to affect official decisionmaking in a more subtle manner.

Section 112.313(4), quoted above, places the burden upon a public officer or employee to exercise reasonable care in determining whether a particular payment or thing of value has been given with the intent to influence his official action. Assuming the donor is in a position to be benefited by the officer's or employee's action, the officer or employee should weigh the value of the thing received against the ostensible purpose for its being given. The larger its value, the more difficult it should be to justify its being given for any reason except to influence.

Here, the gift card is of potentially great value, entitling the bearer to an apparently unlimited number of free meals. Accordingly, the ostensible purpose of the cards should clearly negate the possibility that the cards have been given to influence the decisions of the administrators receiving them. It does not appear to us that this is the case. Instead, it appears that even the ostensible purpose of the cards would influence the course of future contract reviews or negotiations. Written review of food services by administrators who receive free meals, in our view, would influence the official responsibilities of the administrators. Certainly, if the food services were to be rated highly by top administrators, it would be more difficult for lower administrators to objectively review the company's work. In addition, we note that three of the administrators receiving the cards are themselves directly or indirectly involved in awarding and reviewing the contract.

Accordingly, under the circumstances you have presented, we find that a prohibited conflict of interest would be created were you to receive free meals by use of a "gift card" from a food service company which has contracted with the university.

CEO 75-22 -- February 14, 1975

STANDARDS OF CONDUCT

PROPRIETY OF PUBLIC OFFICER PARTICIPATING IN 1-WEEK TRIP TO LONDON SPONSORED BY CORPORATION WHICH MAY BID FOR CITY CONTRACT ADMINISTERED BY SUCH PUBLIC OFFICER

To: *John Van Ness, Director, Department of Housing and Urban Development, Jacksonville*

Prepared by: Gene L. "Hal" Johnson

SUMMARY:

Reference is made to CEO 75-21. Under the Code of Ethics set forth in part III, Ch. 112, F. S., as amended by Ch. 74-177, Laws of Florida, a public officer is prohibited from accepting gifts or services of value to the recipient which would influence a reasonably prudent person in the discharge of his or her duties. In this instance, Mr. Van Ness has been invited to participate at his own expense in an overseas trip sponsored by General Electric Corporation. General Electric may in the future deal with Mr. Van Ness's agency, the Department of Housing and Urban Development of the City of Jacksonville. Applying the standards set forth in s. 112.313(1), *supra*, Mr. Van Ness would find the trip "of value" and expenditure of corporate funds by G.E. in this instance implies a benefit incompatible with a complete absence of intent to influence. Therefore, acceptance of the trip is prohibited by the Code of Ethics.

QUESTION:

Will the acceptance by my wife and me of a 1-week trip to London, sponsored by General Electric Corporation but paid for by me personally, create a conflict of interest due to possible future dealings with General Electric in my official capacity as Director of the Department of Housing and Urban Development of the City of Jacksonville?

Your question is answered in the affirmative.

As set forth in your letter of inquiry, you are currently the Director of the Department of Housing & Urban Development for the City of Jacksonville, an agency which is responsible for the development and management of low-rent public housing. This position necessarily involves purchases of appliances, and we do not presuppose that making the trip under the circumstances alleged will in fact destroy any of your official objectivity and loyalty to the public interest. However, the ethical standard involved, which we would apply to any person so circumstanced, requires a decision that you should not place yourself in this position.

The applicable section of the Code of Ethics in the present situation states:

No officer or employee of a state agency, or of a county, city or other political subdivision of the state, or any legislator, or legislative employee shall accept any gift, favor, or service, of value to the recipient, that would cause a reasonably prudent person to be influenced

in the discharge of official duties. [Section 112.313(1), F. S., as amended by Ch. 74-177, Laws of Florida.]

We have adopted the view that as a condition precedent to the implementation of this prohibitory language two requirements should exist: The gift, favor, or service must be of value to the recipient and it must be of such value as would cause a reasonably prudent person to be influenced in the discharge of his official duties. It seems clear as to the first requirement that this trip will prove of measurable value to you. While the second requirement is a subjective one, we would conclude that logical analysis would lead one to accept the premise that General Electric, to warrant the expenditure of corporate funds, would do so only on the basis that beneficial results would accrue to the company. And this cannot be compatible with a complete absence of intent to influence.

We have stated in an earlier opinion, CEO 75-21, a copy of which is enclosed, that the term "influence" in the above-quoted provision refers to the modification of a public officer's independence and impartiality. We feel that acceptance of the trip is prohibited by the Code of Ethics, s. 112.313(1), F. S.

**BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS**

In re ANDREW GILLUM,

Complaint No. 17-146

Respondent.

**RESPONDENT'S RESPONSE TO
ADVOCATE'S RECOMMENDATION**

The allegations against Respondent hang on a very slender thread. They rest on (1) an affidavit of dubious credibility signed by Adam Corey, who refused to submit to an interview by the Commission's Investigator or to be deposed, and (2) a handful of documents that are more favorable than unfavorable to Respondent. The allegations are discussed in detail below.

The Costa Rica Trip

In 2016, Mr. Corey invited Respondent and his wife, R. Jai, to join him and 12 other friends of Mr. Corey for a week stay at a house in Costa Rica. The Gillums joined the group for only four days from May 4, 2016, to May 8, 2016.

The Advocate states that Respondent and his wife received gifts of a value in excess of \$100 from Mr. Corey, who was registered as a lobbyist before the Tallahassee City Commission. The Advocate states that the gifts consisted of "transportation, accommodations, services of a chef, and meals in regard to the Costa Rican trip with a value of \$941.94." [ROI 25, Advocate's Recommendation ("AR")

p. 24] The evidence shows that respondent and his wife did not, in fact, receive any gifts from Mr. Corey or any other lobbyist during the Costa Rican trip.

Documents compiled by the Investigator establish that Respondent personally paid for airline tickets to and from Costa Rica and within Costa Rica for himself and his wife, and for restaurants, bars, and equipment rental while in Costa Rica.

[ROI 26] Respondent testified that Mr. Corey informed him prior to the trip that the share of the cost of the rooms for Respondent and his wife would be \$120 per night.

[ROI 21, Ex. A] Respondent testifies that he paid Mr. Corey \$480 in cash on the evening of his arrival, and left another \$150 in cash upon leaving to cover tips for the cleaning and cooking staff. [ROI 21, Ex. A, D] The advocate references an internal document produced by Mr. Corey that shows the value of the Gillum's room as \$941.94. The document was never sent to Respondent and not seen by him prior to this matter. [ROI 25, Ex. A] Section 112.3148 prohibits a public official from "knowingly" accepting a gift that the official "knows or reasonably believes" to have a value in excess of \$100. Here, the only sworn evidence is that Respondent reasonably believed the room value to be what he paid: \$480 dollars. In any case, the method for valuing a gift is set forth in the gift statutes. Section 112.148(7)(e) provides that "Lodging in a private residence shall be valued at the per diem rate provided in s. 112.061(6)(a)1. . . ." The referenced section, in turn, provides for a per diem rate of \$80, in this case \$380. If the house is considered commercial lodging,

the cost is “the actual cost to the donor, less taxes and gratuities.” §112.3148(7)(a).

Mr. Corey claimed to have acquired use of the house in a charity auction [ROI 20, Ex. A], and the actual cost to him is unknown.

The only persons present when Respondent paid the room cost to Mr. Corey were Respondent and Mr. Corey. However, his testimony is indirectly corroborated by two others. R. Jai Gillum testifies that she had a discussion with Respondent upon their arrival in which they expressed concern about carrying a large amount of cash while in Costa Rica and agreed that Respondent would pay Mr. Corey their room cost with cash that evening. [Ex. A, B] Sean Pittman, who also joined the group with his wife, testifies that he and Respondent had a discussion just prior to leaving on May 8 in which Respondent expressed concern that the amount paid for the room was insufficient to cover tips for the cleaning and cooking staff, and so they each left another \$150 cash. Respondent further testifies that he never received any communication from Mr. Corey or anyone else informing him that he had not paid his share of the room cost or that the amount he had paid was insufficient, and no such communication has been produced by Mr. Corey. [Ex. A, D] Respondent, R. Jai Gillum, and Sean Pittman testify that meal charges were based upon the number of persons present at each meal and that those present shared the cost of the meals. [Ex. A, B, D]

The foregoing testimony is undisputed with the exception of a self-serving statement by Adam Corey in an affidavit filed with the Commission. In the affidavit, Mr. Corey states, “to date, I have never received any cash from or on behalf of Gillum as payment for any expenses associated with the trip to Costa Rica . . .” [ROI 34] For the reasons explained below, the statement lacks credibility and should be disregarded.

In a reference that sheds significant light on Mr. Corey’s motivation, the Advocate states:

Records were subpoenaed from Corey in reference to the Costa Rica trip. (ROI 24) Included in the information is an e-mail dated May 23, 2016, from Corey to Jennie Grant at the Bean Team, Corey’s accounting firm, explaining how to allocate certain credit card charges relating to the Costa Rica trip. (ROI 24) One of those charges was \$98.51 at the Runaway Grill, dated May 4, 2016, the day Respondent arrived in Costa Rica. (ROI 24).

[AR p. 9] The statement by Mr. Corey regarding the Runaway Grill is demonstrably false. Respondent and his wife both testify that they arrived at the Costa Rica house in late afternoon on May 4. R. Jai Gillum testifies that the Gillums flew from San Jose to the town in which the house was located by plane that left San Jose shortly after 3 p.m. on May 4 for a 25-minute flight. Attached to her affidavit and authenticated by her testimony are photos of the Gillums standing by the plane before takeoff and sitting on the plane after takeoff. The photos are time-stamped at 3:05 p.m. and 3:09 p.m. respectively. The Gillums testify that after arrival at the

house, they remained at the house until bedtime. Mr. Gillum could not have had lunch at the Runaway Grill in Costa Rica that day. It is apparent that Mr. Corey was writing off \$98.25 spent at the Runaway Grill as a business expense for his corporation by claiming to have had a non-existent lunch with the Respondent to talk about city business.

Documentation cited in the Report of Investigation and referenced in the Advocate's recommendation shows that the false Runaway Grill entry was only a small part of Mr. Corey's false claim that the entire trip was a business expense of his corporation. The Advocate states:

Also included in the expenses referenced in Corey's May 23, 2016 email to Grant is an \$8,868.00 charge listed as "Costa Rica First." (ROI 25) In Response to Grant concerning this charge, Corey wrote, "We need to break this down further. I'll chat with you later." (ROI 25) On June 1, 2016, Corey's assistant at Unconventional Strategies, emailed Grant saying:

Hey, Jennie—Adam [Corey] has worked up the cost of what the Costa Rica participants should reimburse us. See attached. Please send them an invoice. Adam [Corey] has also included a purpose statement for you. (ROI 25)

Attached to the email was a document with the heading, "PURPOSE: Unconventional Strategies Client Development Retreat fees for accommodations, food, and transportation. (ROI 25)

[AR p. 10] Mr. Corey's accounting of the Costa Rica trip has a "Client Development Retreat" is completely fictional. The undisputed testimony of the Gillums and Mr. Pittman is that there was never any discussion of any business by the group while in

Costa Rica. All of Mr. Corey's communications to members of the group confirm that it was strictly a social gathering of a disparate group of Mr. Corey's friends. Nowhere is there any mention of any business connection or any intention to discuss business. Given this context, it is apparent that Mr. Corey, despite having been reimbursed for the Gillum's room, claimed the room cost as a business expense, just as he did the Runaway Grill charge, and is now denying having received reimbursement from the Gillums in order to cover his tracks.

The New York Trip

In August 2016, Adam Corey invited Respondent and his brother, Marcus Gillum, to join Mr. Corey and Mike Miller on a social trip to New York. Most of the exchange of messages regarding arrangements for the trip are among Corey, Miller, and Marcus Gillum, Respondent was not copied. [ROI 38, Ex. A]

Respondent was in New York over the same time period on business in connection with a foundation that employed him. [ROI 62] Mr. Gillum stayed in the hotel paid for by his employer all but the last night he was in New York, when he stayed in his brother's room because it was geographically more convenient. [Ex. A, C] Marcus Gillum testified that he paid for his own hotel room [Ex. C], but it is a non-issue in any case. The Commission Investigator found that Marcus Gillum's hotel room at the time cost less than \$200, which would bring Respondent's share for the night to below the \$100 threshold. The Investigator found that records

indicated that Respondent's other costs associated with the trip, including airfare, hotel costs prior to the final night, transportation in New York, and meal costs were paid by the foundation for which Respondent had traveled to New York. [ROI 62]

There are two other expenses referenced by the Advocate as gifts to Respondent. The first is a ticket to the Broadway show Hamilton. The only communication to which Respondent was a party was an August 10, 2016, text message from Mr. Corey to Respondent in which he states in part, "Hey brother. Just checking in with you. Mike Miller and the crew have tickets for us for Hamilton tonight at 8:00 p.m." [ROI 58] Neither the memorandum, nor any other memorandum among the parties indicates that Miller intended to gift the tickets to the others or that he did so. Marcus Gillum testifies that he was given two tickets by Mr. Corey and assumed that Mr. Corey had paid for them. [ROI 62] This would have been consistent with the common practice of the group. Respondent and his brother, Marcus Gillum, have been friends with Adam Corey since they were in college together. [ROI 18, Ex. A] Over the years, they have attended shows and concerts together and occasionally taken trips together. On such occasions, it was their practice for one person to front the cost of tickets and the others to reimburse him. [Ex. A, C]

It is undisputed that Respondent met the group in front of the theater where his brother, Marcus, was holding two tickets and gave him one. He testifies that he

assumed Marcus had paid for them and that the first time he has seen anything to the contrary was in the affidavit of Mr. Corey filed with the Commission. [Ex. A, C] In his affidavit, Mr. Corey states that Miller paid for the tickets and that “*to the best of my knowledge* the others, including Gillum, were aware Miller had paid for and provided the tickets...” (emphasis added) Mr. Corey does not provide any insight as to how he gained such knowledge and none of the well-documented communications among the group to which Respondent was a party suggest any reason why Respondent would have had such knowledge.

On August 11, 2016, Respondent, Mr. Corey, Marcus Corey, Mike Miller, and a Mr. Sweets took a boat ride to the Statue of Liberty and back. Marcus Gillum testifies that the boat ride took less than an hour. [Ex. C] In a text message from Mr. Miller to Mr. Corey, Mr. Miller states that “my buddy arranged another boat deal for us Thursday [the 11th] afternoon.” [ROI 36] (It is undisputed that the group only took one boat ride, so the reference to “another” boat deal presumably means that an original arrangement did not occur.) There is nothing in the record to suggest that anyone paid money for use of the boat. The Report of Investigation indicates that a boat ride to the Statue of Liberty could cost anywhere from \$17 for a commercial boat with a large passenger capacity to \$600 for a small private boat tour, “the price quote varying greatly” depending on the vessel and amenities. [ROI 53] The evidence indicates that the boat was owned by some third party “buddy” of Mr.

Miller, and there is no suggestion that Miller paid his buddy for use of the boat. In consequence, if the use of the boat was a gift, the gift was from the third party, and there is nothing in the record to indicate that the person was a vendor or lobbyist to the Tallahassee City Commission. Furthermore, section 112.3148(7)(a) provides that “transportation provided in a private conveyance shall be given the same value as transportation provided in a comparable commercial conveyance,” not the highest price on the market. If the ride is not considered “transportation” for purposes of the gift laws, then the value is the cost to the donor. So far as record is concerned, that could have been zero.

Compliance with Gift Reporting Laws

The Advocate recommends a finding of probably cause that Respondent failed to report gifts in excess of \$100. For the reasons discussed above, the recommendation should be rejected.

Conclusion

The Complainant made no allegations on personal knowledge and the only evidence to contradict the sworn testimony in the record was the affidavit of Adam Corey. That affidavit is inconsistent with documentary evidence produced by Mr. Corey himself in response to the Commission’s subpoena and is subject to serious credibility questions discussed above. The Commission has not been able to test the veracity of Mr. Corey’s affidavit because Mr. Corey has refused to submit to an

interview by the Commission Investigator, and Respondent has been denied his due process right to confront Mr. Corey because he has refused to submit to a deposition. No person should be subject to a probable cause finding based on such a record.

Dated January 4, 2019.



Barry Richard
Florida Bar No. 0105599
Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, FL 32301
Telephone (850) 222-6891
richardb@gtlaw.com
trammelc@gtlaw.com
Attorney for Respondent

EXHIBIT A

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

In re ANDREW GILLUM,

Complaint No. 17-146

Respondent.

SWORN DECLARATION OF ANDREW GILLUM

My name is Andrew Gillum and I make this statement under penalties of perjury pursuant to section 92.525, Florida Statutes.

My brother is Marcus Gillum. Marcus and I have been friends with Adam Corey since college. Over the years, the three of us have attended shows and concerts together, sometimes with other persons. On such occasions, it was the practice for one of the group to front the cost of tickets and others to reimburse that person. However, my brother Marcus and I frequently buy tickets for each other to shows or concerts and we do not expect reimbursement.

In August 2016, I was in New York on business for a foundation that then employed me. The foundation paid for my air transportation to and from New York and for a room through August 10, 2016. Marcus made arrangements with Adam to meet Adam, Mike Miller and a Mr. Sweets in New York during the same period. I was not involved in the New York arrangements and was not a party to the text messages between Marcus, Adam and Mr. Miller regarding the arrangements.

On August 10, 2016, Adam texted me that “Mike Miller and the crew” had tickets to the show Hamilton. He did not say that Miller was treating anyone to the show and, in keeping with our consistent practice, I assumed we would each pay for our tickets. I met the group in front of the theater just prior to showtime. Marcus was holding two tickets and gave me one. We did not discuss anything about the tickets and I assumed that Marcus had paid for them. The only information I have ever seen indicating that Mr. Miller paid for the tickets is in the report of investigation filed in this matter, which quotes an affidavit submitted to the Commission by Mr. Corey.

My hotel was located in upper Manhattan and Marcus was staying in a hotel in lower Manhattan, closer to the Richard Rodgers Theater where Hamilton was playing. Consequently, I stayed in Marcus’ room the night of the show. I assumed he had paid for the room. Other than the room that night, either the foundation I was in New York for or I personally paid for all of my transportation and other expenses relating to the New York trip.

The New York trip was planned as a social excursion and no business was discussed at any time while I was with the group.

In March or April 2016, Adam Corey informed me that he had submitted a winning bid at a charity auction for use of a five-bedroom house in Costa Rica for one week. He said he was planning to have a group of friends join him at the house.

The gathering was to be strictly social and persons were invited to bring their spouses or guests. I brought my wife, R. Jai., thinking it would be a nice way to celebrate her May 4 birthday.

R. Jai and I joined the group for a portion of the trip, arriving at the house between 3:30 and 4:00 p.m. on May 4, 2016 and leaving on May 8, 2016. When we arrived on the afternoon of May 4, the group was out on excursions. We relaxed at the house and joined the group for dinner. We remained at the house on May 4 until bedtime. I did not meet with Adam at the Runaway Grill on May 4. R. Jai and I did accompany the entire group to the Runaway Grill on May 6, at which time I paid for all expenses for the two of us and no business was discussed.

It was understood that all of the participants would pay their own expenses and their share of the house, but I received nothing prior to my arrival informing me of the total amount of my share. Prior to the trip, I asked Adam how much my room share was and he casually stated it would cost “about \$120” per night. On the first evening of the trip, as everyone was headed to bed, I pulled out cash and gave Adam the amount of \$480. I paid the cost of plane fare for my wife and myself with a credit card and paid for all expenses while in Costa Rica with either cash or credit card. I never received any communication from Adam or anyone else informing me that I had not paid my share for the room cost or that the amount I had paid was insufficient.

The use of the house included cooks and cleaning staff, but the group was required to pay for the food at each of the meals. The cost of each meal depended on the number of persons eating and the group shared the meal costs. Over the four days we were at the house, the amount we contributed to meal costs fully covered the cost of R.Jai and my meals. On May 8, 2016, prior to our departure, I left an additional \$150 in cash on a table to cover my share of tips for the cooks and cleaning staff.

It is my recollection that there were 12-14 persons staying at the house on any night. I did not have a personal relationship with everyone participating. To my knowledge, there was no common business or political interest among the group. At some point during the trip, Adam informed me that he would like to schedule a meeting with me when we were back in Tallahassee. I told him to contact my scheduling assistant, Angie. There was no further discussion regarding the meeting and there were no other discussions of business or politics while I was present.

Except for text exchanges with me personally, I never received or saw any of the documents produced by Adam in this matter prior to such production.

DECLARATION

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signed this 4 day of January, 2019.


ANDREW GILLUM

EXHIBIT B

**BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS**

In re ANDREW GILLUM,

Complaint No. 17-146

Respondent.

/

SWORN DECLARATION OF R. JAI GILLUM

My name is R. Jai Gillum and I make this statement under penalties of perjury pursuant to section 92.525, Florida Statutes.

I am the wife Andrew Gillum. In 2016, I accompanied Andrew on a trip to Costa Rica to join a group organized by Adam Corey. Andrew and I arrived late in the afternoon on May 4, 2016, which was my birthday. The group was staying in a house that was operated like a hotel. Each person or couple was expected to pay for their shares of the room cost based upon the number of nights that they stayed. It was my understanding that Adam had use of the house for a week, but Andrew and I only stayed for four nights.

Andrew and I flew from San Jose, Costa Rica to Quepos, Costa Rica on May 4, 2016. Our plane left San Jose shortly after 3 p.m. Flight time was 25 minutes and we drove from the airport in Quepos to the house, arriving in the late afternoon. The attached photos were taken just before boarding the plane and minutes before takeoff and are accurately time-stamped. On the afternoon that we arrived, most of the group was gone. Andrew and I relaxed at the pool and joined the group for dinner that

evening. We remained at the house until bedtime. I do not recall any time that Andrew was with Adam Corey or other members of the group that I was not with him.

The trip was strictly social and there was no time that Andrew and I were present during which there was any discussion of business or politics. Different members of the group went on different excursions. Andrew and I joined the group for a hike to a waterfall on May 5 and on zipline tour on May 6. Everyone paid individually for the cost of such excursions.

Meals were provided at the house by a cooking staff. The cost of each meal depended upon the number of persons attending. The persons attending each meal shared the cost of the meals. Andrew and I brought about \$800 in cash between us. We brought that much cash because we had to pay Adam for our share of the room cost and because we were not sure that credit cards would be accepted every place we might go in Costa Rica. The afternoon that we arrived, Andrew mentioned to me that he intended to pay Adam that evening for our share of the room so that we would not have to carry so much cash for the rest of the trip.

Whenever we socialize with other persons, Andrew is meticulous about paying our full share of any costs incurred. On the Costa Rica trip, we used credit cards for most of our expenses other than the room cost and meals provided at the house and cash for any other expenses.

DECLARATION

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signed this 4th day of January, 2019.



R. JAI GILLUM

Verizon

2:37 PM

* 60%



May 4, 2016
3:05 PM

Edit



Verizon

2:37 PM

* 60%



May 4, 2016
3:09 PM

Edit



**BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS**

In re ANDREW GILLUM,

Complaint No. 17-146

Respondent.

/

SWORN DECLARATION OF MARCUS GILLUM

My name is Marcus Gillum and I make this statement under penalties of perjury pursuant to section 92.525, Florida Statutes.

I am the brother of Andrew Gillum. Andrew and I have been friends with Adam Corey since college. Andrew, Adam, and I and sometimes other persons have attended shows and concerts together from time to time. Generally, one of us makes arrangements and pays the cost of tickets and the others reimburse the person. I do not remember an occasion on which Adam paid for tickets and was not reimbursed either in cash or in kind.

In August 2016, I met Adam in New York to socialize. Adam introduced me to friends of his, Mike Miller and Mike Sweets. Either Adam or Mike Miller arranged for hotel rooms and I paid my share of the cost.

Andrew was in New York over the same period on business relating to an organization he worked for. Andrew paid his own transportation costs and stayed in a separate hotel except for the last night when he stayed in my hotel room with me.

It was my understanding that Mike Miller obtained the tickets to Hamilton, but two tickets were given to me by Adam Corey and I assumed that he paid for them. I offered to reimburse him at the time, but he said we could settle up later. I later reciprocated by paying for tickets to a Jay Z "Title X" concert in New York. I purchased tickets for Adam and two of his friends for a cost of \$280 each.

I arranged for Andrew to meet the group in front of the theater. When he arrived, I was holding two tickets and handed him one. We never discussed who paid for the ticket. The circumstances are such that he would have assumed that I had paid for them. Andrew and I have often treated each other to concerts and shows and we never expect reimbursement.

One of the persons in the group, I believe Mike Miller, told me that he had a friend who owned the boat that was docked in New York City and arrangements were made for us to take a short boat trip to the Statue of Liberty and back. Andrew joined us for the boat ride. We did not stop and the trip took less than an hour. Nobody mentioned cost and it never occurred to me to pay anybody for the trip.

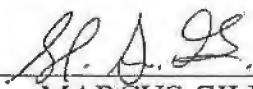
Andrew also joined the group for a short while for drinks one evening and did not otherwise participate with the group. Andrew paid for his own drinks.

The New York trip was planned as a social occasion. No business was ever discussed during the trip while I was present.

DECLARATION

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signed this 2nd day of January, 2019.



MARCUS GILLUM

**BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS**

In re ANDREW GILLUM,

Complaint No. 17-146

Respondent.

/

SWORN DECLARATION OF SEAN PITTMAN

My name is Sean Pittman and I make this statement under penalties of perjury pursuant to section 92.525, Florida Statutes.

In 2016, Adam Corey informed me that he had use of a five-bedroom house in Costa Rica for one week in May 2016. I accepted his invitation to join a group of his friends at the house with my wife, Audra. My recollection is that there were 10 to 12 persons in the house during the period that I was there. Andrew Gillum and his wife, R. Jai, were also there. The Gillum and Audra and I only joined the group for a portion of the trip.

The gathering was strictly social. Most persons brought their wives or personal partners. There was no common business interest among the group and no business was discussed at any time while I was present.

I assumed that I was expected to pay my share of the house expenses, but was not told the amount prior to my arrival. I paid for all of my expenses other than my share of the house cost while I was in Costa Rica. After I returned to Tal-

lahassee, I received a statement for \$941.95 from Adam's office for my share of the house cost and paid the amount by check.

While we were at the house, cooks were provided to cook breakfast and lunch each day. I was informed that the service was provided as part of the house cost, but that we had to pay for the food. We rotated responsibility for the food so that each individual or couple paid for a meal for the entire group. Andrew and I shared the cost of the meals on one of the days. The food cost was inexpensive in U.S. dollars and each persons contribution was less than \$100.

The Gillum and Audra and I left on May 8, 2016. Prior to our departure, Andrew and I had a discussion about whether tips for the cleaning and cooking staff were included in the room cost. Adam wasn't present and Andrew and I decided to leave tips. Each of us left \$150 in cash on the table.

DECLARATION

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signed this 2nd day of January, 2016.



SEAN PITTMAN